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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New Divorce Rules.

FINAL DIVORCE rules have been made, which came into operation on the 1st day of March, 1924, in substitution for the Provisional Rules issued last November. The new Rules will be known as The Matrimonial Causes Rules, 1924. They are identical with the Provisional Rules, save for some minor amendments to the Appendix. We printed the Provisional Rules, *ante*, pp. 188, 212.

The late John Cutler, K.C.

THE death of Mr. JOHN CUTLER, K.C., removes a member of Lincoln's Inn whose talents were exceptionally varied. In addition to a considerable practice, chiefly in patent cases, he edited the "Reports of Patent Cases" for a great many years, and was for a long period Professor of Law in King's College University of London. He wrote several law books, including a treatise on the Law of Naturalization and one on "Passing-off" Actions; and for many years, until quite recently, he was a valued and frequent contributor to these columns. But his literary activities were by no means purely technical; he published a number of dramatic works, of which the best known were "A Brace of Humbugs" and "Her Debut at Court." He had enjoyed distinguished careers in Universities so different as Edinburgh, London and Oxford.

The late Judge Selfe.

Sir WILLIAM SELFE, who has just died in his seventy-ninth year, was well known to London solicitors as Marylebone County Court Judge; he sat there from 1905 till his retirement in 1919. He was appointed to the County Court Bench so long ago as 1882, so that he administered justice in these useful tribunals for about seven and thirty years, during a great part of which, from 1894 to 1919, he was a member of the County Court Rules

Committee. He was by general agreement one of the most learned of county court judges. Although an Inner Temple man, he had practised in Lincoln's Inn as a conveyancer and equity draftsman until Earl CAIRNS selected him as the Lord Chancellor's principal secretary in 1880. His father had been a metropolitan police magistrate well-known to the age of PALMERSTON, and he himself had had a distinguished career in the *Literæ Humaniores* schools at Oxford. Prior to his appointment as Lord Chancellor's official secretary he had been engaged for many years in the office of the Parliamentary draftsman to the Treasury, and had rendered yeoman service in the preparation of Statute Law Revision Bills, the Revised Edition of the Statutes, and the Chronological Index and Table to the Statutes at Large. His monumental knowledge of statute-law, indeed, was one of the things which most impressed those who practised before him. As an able and conscientious judge, he was much regretted on his retirement by the practitioners who came before him.

Arbitration in Industrial Disputes.

NOTWITHSTANDING THE inconvenience caused by the succession of strikes affecting public utilities, there appears to be no general opinion in this country in favour of the compulsory reference of industrial disputes to arbitration. Presumably this is because such a measure is considered to be impracticable. All that has been done so far is to provide by the Industrial Courts Act, 1919, for the establishment of an Industrial Court to which disputes may be referred by the Minister of Labour for settlement, or the Minister may refer a dispute to a Court of Inquiry. But in either case the procedure is voluntary, and there is no provision for enforcing an award of the Industrial Court or for making a report the basis of compulsion. We have on former occasions pointed out that compulsory arbitration is in practice elsewhere, though it is not so widespread as to furnish any sure criterion as to its success. Canada has an Industrial Disputes Investigation Act, which is based on compulsion so far as it prohibits a strike or lock-out before there has been a reference to a Board of Conciliation and Investigation, but it does not provide for enforcing the award of the Board. In Australia the procedure has gone further, and the judgments of the Australian Court of Conciliation and Arbitration are enforceable against the funds of a union or association, and legislation of the same nature has been passed in the State of Kansas. In cases under the compulsory Arbitration Acts, it has become necessary for judges to consider the scale of wages required to maintain the workman and his family in a state of reasonable efficiency and comfort, without omitting education and the amenities of life, but the matter is still in the experimental stage.

The Changing Practice as to Administration Bonds.

WE PRINT ELSEWHERE a letter in which our correspondents call attention to an inconvenience resulting from the change made by s. 18 of the Administration of Justice Act, 1920, under which administration bonds, instead of being given to the President of the Probate Division, were given to the Crown. The former practice was regulated by ss. 81-83 of the Court of Probate Act, 1857, and the court might, on being satisfied that the condition of the bond was broken, order one of the registrars to assign it to some person who was thereupon entitled to sue on it in his own name: s. 83. We believe the change was made in order to avoid the inconvenience arising from a vacancy in the office of President, but s. 83 was repealed, and thus there was no provision for the assignment of the bond. It is the omission to make such provision which has led to the difficulty stated by our correspondents. But apparently it is appreciated by the authorities that the change was made without due consideration, and it will be reversed if the Administration of Justice Bill becomes law. This proposes, by Clause 19, to repeal s. 18 of the Act of 1920, and it provides for the bond being given to the senior probate registrar, or a district probate registrar, and the provision of s. 83 of the Act of 1857 as to assignment of the bond is in substance re-enacted.

The Small Debt (Scotland) Bill.

Mr. ADAMSON, the Secretary for Scotland, has just introduced into Parliament his promised Bill amending the law of Scotland in relation to payment by insolvents of debts recovered in small debt courts, and to the attachment of wages by creditors. In reply to a question in the House of Commons, reported last week in our "In Parliament" column, the Secretary of State for Scotland suggested that this Bill, when introduced, would "ease the situation as regarding evictions," which has become acute north of the Tweed. But we do not see in the Bill any provision which has any effect of that kind. Apart from the short title clause, the Bill has only two clauses: one relates to the Scots Law of "Arrestment for debts," and the other to "Orders for payment of debts by instalments." This latter clause is the only one which has any reference to rent, and admittedly it only applies to ordinary rents a power already open under the Rent Restriction Acts—this is expressly pointed out in the Memorandum to the Bill. What the clause does provide is that, where arrears of rent are due, and an order directing payment of these arrears by instalments has been made under powers conferred by the Small Debt (Scotland) Act, 1837, and s. 11 of the Justice of the Peace Small Debt (Scotland) Act, 1875, the court making the order may attach to it a condition making it conditional on punctual payment of current rent; if this condition is broken the order may be varied or rescinded. Such a condition, of course, can be and habitually is attached to cases arising under the Rent Restriction Acts. The suggestion appears to be that, if such conditions can be attached in other cases, courts will be much more ready to make orders for payment of arrears by instalments instead of eviction orders than they are at present, inasmuch as the landlord will not be subjected to loss of current rents as a result of the order. It seems rather difficult to believe that any great protection against eviction, assuming such protection to be necessary or desirable, will be afforded in practice by this amendment of the law. In itself, however, it seems a very proper and useful amendment of the law, and might well be introduced into England.

Arrestment of Wages in Scotland.

IT IS NOT generally known, we believe, that in Scotland it is possible to obtain against a working man an order not obtainable in our English courts, namely, an order for attachment (*Scotice*, arrestment) of his wages, in the hand of his employer before they are paid over to him, in order to satisfy a debt due from him. In England the garnishee order procedure does not apply in such cases: the workman has not got a vested right to a sum certain (such as is necessary to support a garnishee rule *nisi*) until the date on which the wages become due, and then they are immediately paid over to him, so that a garnishee summons would prove too late, even if grounds of public policy had not led it to be excluded. Scots Law, however, has always recognized as a common law mode of execution the arrestment of wages at the instance of the creditor; a prospective order is made directing the employer to pay the creditor the sum named out of prospective wages as and when they become due. In 1870 a statute was passed, namely, the Wages Arrestment Limitation (Scotland) Act, 1870, which exempted weekly wages of less than twenty shillings from "arrestment" in this way. Clause 2 of Mr. ADAMSON'S Bill raises the limit of exemption from "twenty" to "thirty-five" shillings. The memorandum explains that this is done merely in order to rectify the exemption-limit in accordance with the post-war rise in the cost of living. Since the Board of Trade Index Scale now fixes this at eighty, the figures in the Bill seem approximately correct.

The Abandonment of Points on Appeal.

THE LATE MR. DANCKWERTS, K.C., whose great experience at the Bar always entitled his view to consideration, used to make it a rule never formally to abandon any point he had taken in the notice of appeal. Even if he did not desire to argue it, which

was seldom the case, he always insisted on mentioning it and asking the Court of Appeal or the Divisional Court, as the case might be, to consider that it formed one of his submissions to them. He used to justify his somewhat unusual insistence on points which evidently had only been put in *ex abundanti cautelâ*, and which other leaders preferred frankly to abandon, by telling his juniors and other young counsel that abandonment of a point was always a mistake; it was like resigning when your views are rejected by some committee of which you are a member: you were pretty sure to regret it afterwards. We quote these reminiscences *à propos* of the difficulty that faced Mr. STUART BEVAN on one minor issue in the Russell Appeal, now awaiting the reserved judgment of the House of Lords on the major issues: *Russell* v. *Russell, Times*, March 25th. Three points were taken in the notice before the Court of Appeal, namely (1) the familiar point about the admissibility of the husband petitioner's evidence disclaiming possibility of paternity; (2) misdirection; and (3) verdict against the weight of evidence. The third point was not pressed by Sir PATRICK HASTINGS, K.C., who argued the appeal, and in their judgments the members of the Court of Appeal made no reference to it. In the House of Lords, Mr. BEVAN, representing the wife, wished to argue the point that, even assuming the husband's evidence to be rightly admissible, the jury—on so grave an issue—ought not to have preferred his word to that of the respondent, but should have given her the benefit of the doubt. This is obviously an arguable point, and it is not quite clear why Mr. HASTINGS, as he then was, had dropped it in the court below; possibly he feared to weaken the force of his arguments on the admissibility issue—an admittedly very strong point—by taking a much weaker point. Be that as it may, the House of Lords felt bound to assert the rule that a point abandoned in the Court of Appeal could not be relied on before them, and so ruled out any submission upon it. The obvious moral is that it is never desirable to abandon points, however apparently weak when compared with others in one's case, provided they are arguable at all. Of course, if they are not arguable at all, they should not be placed in the notice of appeal.

Criminal Appeals to the Judicial Committee.

THE JUDICIAL COMMITTEE has frequently pointed out of late years that normally it will not entertain criminal appeals from Colonial courts; it is, therefore, interesting to note the circumstances under which it will give the special leave necessary, as illustrated a few weeks ago by the case of *Attorney-General of Ontario* v. *Daly and Others, Times*, 10th inst. The general rule is that such appeals are entertained only in three cases: (1) where there has been a "violation of natural justice" in the conduct of the trial; (2) where there has been an improper issue or refusal of a Prerogative Writ in connection with criminal proceedings; and (3) where there have been conflicting decisions of the Superior Courts of Appeal in the Dominions or Crown Colonies on some general principle of great magnitude. The Ontario case under discussion illustrates the second and third of these principles. Local legislation in the Dominion of Canada confers on county court judges, who correspond to the Scottish Sheriffs and our Recorders, in respect of their criminal jurisdiction, powers to try summarily, without juries, indictments and informations in certain classes of cases. Now in October, 1923, informations were preferred against the respondents to the appeal, certain officials of a Canadian bank, charging them with certain offences under the Canadian Bank Act of 1913. The liquidator of the bank ultimately assented to the withdrawal of these informations; but the Attorney-General of Ontario decided to prefer bills of indictment instead before the Grand Jury of York County. This was done and true bills found. Then the accused applied to the county court judge to be tried summarily in accordance with the Criminal Code of Canada; but the Crown took objection to this course and demanded a trial by jury. The county court judge held that, where the Crown objects, he cannot try such cases summarily, and therefore committed them to be tried by petty jury in the normal way. The accused applied to the Supreme Court for a mandamus directing a summary trial; this was granted, and the order was affirmed in the Court of Appeal. The question, therefore, on which the opinion of the Privy Council was desired is whether or not the county court judge was right in his view that, where the Crown objects, he could not, or at any rate ought not, to try indictments summarily. Clearly this is a matter of general public importance, especially as the Crown are now also contending that the Supreme Court had no jurisdiction to intervene by means of Prerogative Writ in a matter of criminal procedure, a point as to which the Canadian decisions seem to be very conflicting.

Policemen and Street Games.

IT IS DOUBTFUL if any calling makes heavier demands on the tact and discrimination of its followers than that of a policeman. It is said that the police were invented by a French king "to increase the happiness and security of his people," and this fundamental principle is still in the background of a policeman's multifarious duties. It cannot be a cause for astonishment if individual policemen from time to time appear before the public in an unfavourable light, but such occurrences fortunately seldom seem to lessen the general esteem and respect in which their force is held. It could hardly be expected that every policeman should be able to deal with all situations in the right manner. A combination of the divergent attributes of physical strength and mental acuteness, both very highly developed, is of such importance that an ideal policeman must in reality be almost a superman. The case of *Johnson* v. *Waters, Times*, 22nd March, is an instance in which the jury treated the conduct of the police in the circumstances as unwarranted. Some boys were playing football in an unfrequented alley, and when two policemen appeared on the scene, they stampeded, and one of them, a lad of sixteen, fell through coming into violent contact with one of the policemen. He commenced an action, through his father, against the policeman for damages in respect of a broken leg, and succeeded, the jury deciding in his favour after deliberating for about an hour. From the report it appears that the police have a conditional power under the provisions of an ancient statute of 1839, 2 & 3 Vict. c. 47, s. 54 (17), to take offenders into custody in connection with these games, but that the practice is to seek to obtain the names and addresses of offenders with a view to their being reported and summoned. The practice, however, appears from the present case to give the offender a "sporting chance" of escape, thereby considerably increasing the difficulties of policemen engaged in coping with such a situation. Few people would wish to deprive children in the poorer parts of the Metropolis of their pleasures, but it seems unsatisfactory that a constable should be liable to an action of this nature if he attempts (in the execution of what he conceives to be his duty) to save himself from being involved in what may become a prolonged and fruitless chase.

Sir Richard Muir's Will.

SIR RICHARD MUIR was celebrated at the Old Bailey for his meticulous accuracy and extraordinary care; no indictment settled by him was ever quashed, it is said; therefore some astonishment is felt that he had apparently made a very elementary blunder in the drafting of his own will, which has given trouble in connection with its admission in Probate. It is hardly necessary to say that in drafting a will it is a cardinal blunder to let the testator make deletions or add provisions by way of interlineations in the text either before or after the will has been attested. For the initialling of those alterations, unlike the similar initialling of a considered draft, is not sufficient to validate them; like every other provision in the will they must be signed by the testator in the presence of the two attesting witnesses, who must attest that they are so made. It is almost hopeless to prove that they were so signed and attested; even if the witnesses are alive, they are not always in a position to remember and verify by affidavit the fact that the deletions and interlineations were in the will when signed in their presence;

if they are dead, the position is quite hopeless. Obviously, it is a still greater blunder to alter a will *subsequently* to the making and attestation by means of deletions or interlineations; to sign, date, and attest them in the manner required by law creates obvious practical difficulties. The correct method of altering a will, of course, is to do so by a duly executed codicil, reciting the provision in the will and stating the alteration to be made. Sir RICHARD MUIR would appear to have completely overlooked these difficulties—a striking testimony to the curious ignorance of the law of will-making which so many eminent barristers and judges have displayed.

The Locality of Debts.

THE question of the locality of personal property has been frequently before the Courts, and it has arisen again in an interesting form in *New York Life Assurance Co.* v. *Public Trustee*, in which the Court of Appeal (*ante*, p. 477, 40 T.L.R. 431) has reversed the decision of Mr. Justice ROMER, *ante*, p. 85; 1924, 1 Ch. 15; 39 T.L.R. 720. By the Treaty of Peace Order, 1919, the Treaty charge attaches on "property, rights or interests" within British dominions belonging to German citizens on 10th January, 1920, when the Treaty of Peace with Germany came into force. At that date there were certain sums payable by the New York Life Assurance Co. to German citizens which had accrued due under policies issued by the company in this country before the outbreak of the war. The company's principal office is situated in New York; it is incorporated by Special Act of the Legislature of New York, dated 18th April, 1843; and all the corporate powers of the company are exercised by a board of trustees in New York, and by the officers and agents appointed by the board; and the bulk of its assets is situated there. It has a branch for Great Britain and Ireland, under the management of a general manager appointed by the trustees and responsible to them, and the branch business is carried on in London. It has also branches in most of the capitals of Europe, including Paris, and the Paris branch is the head office for Europe. The company is organized on the basis of mutual insurance and there are no shareholders. The policies issued here are made by the company in its corporate name, and do not purport to be made merely on behalf of the London branch; they are not under seal. But the policies are payable in London, and are to be construed according to English law.

Now the rules with regard to the situation of personal property were laid down by Lord ABINGER, C.B., in *Attorney-General* v. *Bouwens*, 4 M. & W. p. 191, where the question had to be determined with regard to jurisdiction in probate. "As to the locality of many descriptions of effects—household and movable goods, for instance—there could never be any dispute; but to prevent conflicting jurisdictions between different ordinaries, with respect to choses in action and titles to property, it was established as law that judgments were assets, for the purpose of jurisdiction, where the judgment is recorded; leases, where the land lies; specialty debts, where the instrument happens to be; and simple contract debts, where the debtor resides at the time of the testator's death. In truth, with respect to simple contract debts, the only act of administration that could be performed by the ordinary, would be to recover or receive payment of the debt, and that would be done by him within whose jurisdiction the debtor happened to be." And the rules have been subsequently recognized. "It is a well-settled rule," said Lord FIELD, in delivering the judgment of the Judicial Committee in *Commissioners of Stamps* v. *Hope*, 1891, A.C., p. 481, "that a debt does possess an attribute of locality, arising from and according to its nature, and the distinction drawn and well settled has been and is whether it is a debt by contract or a debt by specialty. In the former case the debt being merely a chose in action—money to be recovered from the debtor and nothing more—could have no other local existence than the personal residence of the debtor, where the assets to satisfy it would presumably be"; but for reasons stated in the judgment a specialty debt was situated in the jurisdiction within which the specialty—*i.e.*, the instrument—was found at the time of the death.

On these principles it would seem that the debts in the present case were situate in New York, and so ROMER, J., held, with the result that they were not subject to the Treaty charge. According to a passage which he cited from "Dicey's Conflict of Laws," 3rd ed., p. 103, the domicil of a corporation—and domicil depends on residence—is the place considered by law to be the centre of its affairs, and in the case of a trading corporation, this is its principal place of business; that is, the place where the administrative business of the corporation is carried on. In the present case this was in New York. On the other hand, it has been held that a company can have both a principal and a branch locality for the purpose of suing and being sued; this is on the assumption that—differing from an individual—it can have two residences. Thus in *Compagnie Générale Transatlantic* v. *Thomas Law & Co.*, 1899, A.C. 431, it was held that a foreign corporation which does business in England in such a way as to be resident here may be sued here, and the writ may be served on its officer here. This view of double residence was adopted in the present case by the Court of Appeal. Under the circumstances the Court (Sir ERSKINE POLLOCK, M.R., and WARRINGTON and ATKIN, L.JJ.) considered that the company was resident both in New York and in London, and that the residence for the purpose of the debts in question was determined by the fact that London was indicated in the policies as the place of payment. Hence the debts were situated in London and the Treaty charge attached.

It is a singular feature of the case that the Court of Appeal decided it in the absence of the persons most concerned, namely, the persons entitled to the policy money. Considering the grave infringement of the right of private property involved in the Treaty charge, this omission is not readily intelligible.

Damages and the Rule of *Punctum Temporis*.

A VERY curious rule in the assessment of damages under Lord Campbell's Act, 1846, is illustrated by the decision of the Court of Appeal in *Nunan* v. *Southern Railway Company*, 1924, 1 K.B. 223. That statute, it is scarcely necessary to say, conferred on the dependents of a person killed by a fatal accident, provided they have suffered actual pecuniary damage by the death, a claim for damages against any person whose wrongful act or default has caused the death. But the statute only confers this remedy if the deceased, had he lived, would have had a cause of action against the defendant. It is therefore necessary to ask what kind of action the deceased could have brought had he lived, and the *punctum temporis* at which the nature of that action is ascertained is "at the moment of death, with the idea fictionally that death has not taken place"—to quote Lord DUNEDIN'S phrase in *British Electric Railway Co.* v. *Gentile*, 1914, A.C. 1034, at p. 1,041. The result is to create a fiction very similar to the old "*scintilla juris*" in real property law.

The point actually became relevant in *Nunan* v. *Southern Railway Company*, *supra*, in somewhat unexpected circumstances. A passenger, NUNAN, was killed in a fatal collision found to be due to the negligence of the company's servants for which they were liable in tort. But the passenger had taken a ticket limiting the liability of the company, in events including that which had happened, to a sum not exceeding £100. The ticket in question, it may be useful to point out, was a workman's ticket, and the limitation of liability is to be found in s. 32 of the South Eastern and London, Chatham and Dover Railway Company's Act of 1899 (62 & 63 Vict. cap. clxviii), which happened, by contract between the parties, to apply to the particular ticket issued. It follows that, if NUNAN had lived and sued for injuries short of death due to the collision, he would have been estopped by his

own contractual obligation from recovering more than £100, whether he had sued in tort or in contract.

Now, supposing we apply Lord DUNEDIN'S test, quoted above, and enquire as to the right of the deceased, had he sued at the moment of death, to recover damages for the injury causing his death—certainly a legal fiction of a very extraordinary kind, but quite easy to apply. Obviously his damages would have been limited to £100, for precisely the same reason already given, namely, that he had contracted out of a larger sum. And let us suppose that, at common law, disregarding the rules which forbid a suit to recover damages for the death of a fellow creature, his executor or other legal personal representative had been entitled to bring the action. Clearly the right of action accruing to him could be no greater than that possessed by the deceased, and would have been subject to the same limitations. That being so, the executor could not have recovered more than £100.

Since Lord Campbell's Act was intended partially to remove the executor's disability to sue based on the common law rule of public policy just referred to, and to restore that right in all those cases where the deceased left dependents who had suffered actual damage as the result of his death, there is a temptation to infer that the executor and the dependents cannot acquire any larger right than was possessed by the deceased at the moment of his death. Were that so, obviously they too would be debarred by his disability from recovering more than £100. But this makes the assumption that the statutory right conferred on the dependents is precisely the same (subject only to additional conditions) as that which the deceased's estate would have possessed had his right of action been permitted by the common law to survive and accrue to the estate. This, however, the House of Lords decided in *The Vera Cruz*, 10 App. Cas. 59, is not the case. The cause of action of the dependents, it was there decided, is a new and distinct cause of action in respect of which the damages are estimated on an entirely different basis. As Lord BLACKBURN expressed it tersely in *The Vera Cruz*, the cause of action is "new in its species, new in its quality, new in its principle, in every way new," *ibid.*, at p. 70.

Primâ facie, then, one might imagine that the action of the dependents, being a wholly new cause, was not limited at all by any of the special pleas that might have barred the deceased himself, had he lived. This, however, is *not* the interpretation placed on the statute by a series of undisputed authorities. For example, he may be guilty of contributory negligence which disentitles him; in that case his dependents are equally barred: *Haigh* v. *Royal Mail Steam Packet Co.*, 49 L.T. 802. Or he may have made a valid contract excluding himself altogether from the right to claim any damages; in that case his dependents cannot sue, for he has no right of action: *The Stella*, 1900, P. 161. It seems, then, only a step further in strict logic to hold that, if he has contracted to limit the defendants' liability to a certain sum, his dependents are bound by that limitation. But this extension of the principle the Court of Appeal refused to make, and that for a perfectly satisfactory and correct reason. Lord Campbell's Act attaches as a condition to the dependents' right to sue at all the existence of a right of action in the deceased. Where he has by contract or by contributory negligence debarred himself from suing at all *puncto temporis* when he died, then he had no right of action at that fictional *punctum temporis*. But where he has only limited, not excluded altogether, the defendants' liability to him, then he retains a right of action for that amount at the moment of his death. That being so, his dependents, under the statute, also possess a right of action. But their right of action, being separate and new, is not bound by the limitations of amount which were attached to his. Lord Campbell's Act confers on the dependents in such cases a right "to recover damages"; it does not say anything about the "*quantum*" of damages, and therefore that *quantum* must be interpreted in accordance with the ordinary rules for assessing its amount.

This curious fiction of an action accruing only at the moment of death, and brought exactly at that moment, a most elastic *punctum temporis* which would seem to satisfy all the conditions of EINSTEIN'S point-events viewed from two different systems of reference, has a very remarkable result. The deceased is deemed to have survived his own death for a *punctum temporis* in order to ascertain whether or not he would have had a right of action at all had he so survived, and his possession of such a right of action is limited by the existence of any condition precedent which would have defeated it altogether. But the right of action thus ascertained—if there is one—is not deemed to be transferred to his representatives. They take a new action of their own, and one not bound by the limitations or his imaginary right. The result seems to follow logically from *The Vera Cruz* doctrine that the dependents' action is a wholly new one. But it certainly leads to a position so anomalous, that the draftsman of the statute can hardly have contemplated or intended it. Of course, this does not prevent it from being good law and a correct interpretation of the Act.

The Philosophy of Proof.*

THAT unquestionable master in the very uncommon art of supreme common sense, the late Lord Halsbury, once set forth in a famous *obiter dictum* his belief that English Law is not a rational system and that consequences which in strict logic follow from one decision are not necessarily to be deemed law in a different set of facts. This view, however, has always been felt to be unsound by thoughtful practitioners no less than jurists. It is realised that the soundness of a decision depends ultimately on its logical consistency with all other decisions given elsewhere. Jurisprudence must in theory be a perfectly logical body of rules; and though in practice there are *lacunæ* and even inconsistencies to be found in the system, these must be explained as irrational exceptions to rational rules, the result of historical accidents or of judicial error. They are not to be approved or imitated, much less laid down as desirable, by the judicial interpreter who has before him an opportunity, untramelled by the accidents of authoritative decisions, to lay down new law.

But even if it be denied that the substantive law is a logical and coherent system, it must surely be postulated that our law of evidence ought to be and attempts to be such. For the only object of that great branch of adjective jurisprudence is to assist the judicial investigator in arriving at truth. But truth is the correspondence between proposition and fact. If the facts are what the proposition says, then every link in the chain of facts which are adduced as evidence to support them must likewise correspond to realities. So if reality is a coherent system, then the chain of propositions which represent its sequence of events must likewise be a coherent system; in other words, the propositions in that chain must be links forged together by logical joints. Now, no one is likely to deny that reality cannot be inconsistent with itself; two things cannot occupy the same space at the same time. But if reality is coherent, then the evidence of what has happened must be a chain of logical sequences. And unless our methods of proof in court are wholly nonsensical and worthless, they must attempt to obey the rules of logic.

This theory, conclusive though it seems, is denied by Mr. Gulson in his ingenious and interesting book.* Or, rather, he contends that our English system of evidence is merely a jumble of haphazard and hand-to-mouth rules, gathered partly from experience, partly from irrational tradition, partly from superstition, and fused together into an imposing body of proof: behind these, he imagines, there lies no serious effort at a philosophical system of proof. He sets out accordingly to supply this omission, as he conceives it, in our jurisprudence. He aims at deriving rules of proof by a process of analysis from elementary principles of logic, inductive and deductive. In so doing he explains some rules as sound in ways not dreamed of by those who built them up; he endeavours to explode others as mischievous and unsound. There is perhaps a certain amount of truth in his view, but it is probably far less than he imagines. The historical origins of our rules of evidence were often some absurdity; there are doubtless still some anomalies in existence; but on the whole our judges and jurists have succeeded in building up a satisfactory working system out of what in the beginning may have been unpromising materials. Legal fictions, *i.e.*, presumptions, have proved as useful here as elsewhere in the supersession of irrational customs by rational principles.

Mr. Gulson begins by analysing what he calls "Natural Evidence," *i.e.*, the modes of proof which a man of science uses in

*THE PHILOSOPHY OF PROOF, in its relation to the English Law of Judicial Evidence. By J. R. GULSON. 2nd Edition. Routledge & Sons.

his verification of hypotheses. These are a well-known branch of the science known as "Inductive Logic." Then he goes on to consider "Judicial Evidence," and adopts, more or less, the useful plan of comparing each judicial rule with its corresponding method in scientific investigation. This certainly elucidates the meaning of the rules and also indicates their imperfections. But, surely, there is one great difference. The man of science is not under the immediate necessity of acting on his evidence; indefinite suspension of judgment is open to him. But a Court of Law must decide now and here, one way or the other, and therefore has to adopt more practical tests than are legitimate in natural science. *Solvitur ambulando* is a fundamental and unavoidable maxim of every court, whatever name it may give such a principle.

Ready-Money Football Betting.

A SHORT five-clause Act was passed in 1920 to prevent "the writing, printing, publishing, or circulating in the United Kingdom of advertisements, circulars, or coupons of any ready money football betting business." As the offence was made triable at petty sessions—penalty: a fine, and, in default, imprisonment—there has been very little elucidation of its provisions by the higher courts. Indeed, the only reported case seems to be a Scots case decided last year, on appeal from the Sheriff-substitute to the Court of Justiciary.

It was made an offence by the Ready Money Football Betting Act, 1920, s. 1, (1) to write, (2) to print, (3) to publish, (4) knowingly to circulate in the United Kingdom any circular, etc., of a ready-money football betting business wherever the business is carried on, (5) knowingly to cause any of these acts, (6) to attempt to procure any of these acts, and (7) knowingly to assist.

Section 2 defines the kind of business struck at, as "any business or agency for the making of ready-money bets or wagers, or for the receipt of any money or valuable thing as the consideration for a bet or wager in connection with any football game."

The Statute thus expressly, in heading and clauses, restricts "betting" to "ready-money" betting, for "bet or wager" in the last limb of the section must be construed *ejusdem generis* with the words in the first limb and with the heading of the Act. "Credit betting," apparently, does not come within this Act, but if, in any particular circumstances, it be an offence, would seem to be an offence against the previous Betting Acts.

What is meant by "a bet or wager"? Judges have been reluctant to crystallize a definition. Mr. Justice Hawkins in *Carlill* v. *Carbolic Smoke Ball Co.*, 1892, 2 Q.B. 484, considered the nature of a bet. The company had promised (by advertisement) to pay £100 to anyone who contracted influenza after using one of their smoke balls in a certain way and for a certain time. The plaintiff used the smoke ball, but contracted influenza. It was held that there was a contract, and that such contract was not void as being by way of wagering. "It is not easy to define with precision," said the learned judge (at p. 490), "what amounts to a wagering contract." But, "it is essential to a wagering contract that each party may under it either win or lose, whether he will win or lose being dependent on the issue of the event, and, therefore, remaining uncertain until that issue is known. If either of the parties may win but cannot lose, or may lose but cannot win, it is not a wagering contract. It is also essential that there should be mutuality in the contract" (p. 491). Its terms are not conclusive. Evidence is admissible "to arrive at the substance of it" (p. 492). And so, in this case, "when the contract first of all came into existence (*i.e.*, when the plaintiff had performed the consideration for the defendants' promise), in no event could the plaintiff lose anything, nor could the defendants win anything." (*Ibid.*)

Two cases under the Betting Act, 1853, are helpful in a search for the elements of betting: *Hart* v. *Hay Nisbet & Co.*, 1900, 2 F. (J.) 39; *R.* v. *Sloddart*, 1901, 1 Q.B. 177. In *Hart's Case* the competitor would win a prize who sent in a list containing the correct—or most nearly correct—forecast of football winners, on coupons. In each copy of a certain newspaper there were sixteen coupons: the first, free; the others, price one penny. The respondents were convicted under s. 1, of keeping open "a house or office . . . for the purpose of money . . . being received . . . as the consideration for any undertaking . . . to pay . . . any money on any event or contingency relating to any game, sport, or exercise." On the authority of certain English cases, it was contended that the Act only intended to strike at betting houses; that there was here no betting; that there was an absolute promise to give a money prize not contingent on which team won; and that in each case the purchaser of the newspaper got something, namely, the newspaper, for his money. But the court construed the clause literally, and held that, apart from whether or not the transaction was betting, there was an offence under the Act. The learned judges went on to consider whether the transaction was really betting, and they concluded that all the elements of betting were present.

Said the Lord Justice-General (at p. 43): "The purchaser of the paper thus, in effect, lays his penny or pennies that he will name the successful teams, while the respondents lay their £50 or £30 that he will not name them. This is very much like a wager which has been defined as 'a promise to give money or money's worth upon the determination or ascertainment of an uncertain event: the consideration for such promise is either something done or given by the other party, or a promise to do or give upon the event determining in a particular way.'" Lord Adam said (at p. 45): "If he names rightly the winners of all these events . . . the respondents will pay him £50. I am unable to see that that is anything else than betting. If there were no one else competing, that would make it a mere betting transaction." The other contingencies, viz., that several persons may win, did not prevent it from being a bet. It was further alleged that there was absent that element of mutuality, i.e., that the newspaper could not lose. But, "if the money sent in is insufficient to meet the amount which the respondents are bound to pay, the deficiency must come out of their pockets." Nor did the presence of the element of skill exclude the scheme from the category of betting.

(*To be continued.*)

Reviews.

The History of Company Law.

THE HISTORICAL FOUNDATIONS OF MODERN COMPANY LAW. By RONALD RALPH FORMOY, LL.B., Tutor to the Law Society, Barrister-at-Law. Sweet & Maxwell, Ltd.

We are so familiar with the limited liability company as an incident in present day business organization that there is a tendency to forget that, like most other things, it has a history behind it, and under Mr. Formoy's treatment this becomes a very interesting history. Beginning with the early Chartered Companies—the Russia Company founded in 1553, the Levant Company in 1581, the East India Company, whose first charter was granted in 1600, and others—he passes to the South Sea Company, and the reckless speculation of the early eighteenth century, which led to the passing of the Bubble Act of 1720. This Act originated the London Assurance and the Royal Exchange Assurance Companies, but its main object was to suppress joint stock trading. How this was to be effected is explained by Mr. Formoy, and it appears that the opening of books for public subscription was an offence involving the penalties for *præmunire*. This severity, and the experiences of the South Sea Bubble, seem to have been effective to stop company development through the whole of the eighteenth century, and it was not till the beginning of the nineteenth century that company promoting revived, and a series of cases stated at pp. 49 *et seq.* shewed that notwithstanding the Bubble Act, it might be possible to carry on companies which had beneficial objects. The Act, however, was a serious hindrance to the development of companies, and the "Bubble" part of it was repealed in 1825.

But this left companies in the position unincorporated partnerships, with all the difficulties as to suing and being sued, and as to liability of individual members for debts, which that position implied. An attempt to get over the difficulty as to litigation was made by the Letters Patent Acts of 1834 and 1837, under which letters patent might be granted to joint stock companies enabling them to sue and be sued in the name of an officer. But speculation was now again on the increase, and the conditions which had led to the South Sea Bubble of the previous century seemed to be reviving. A Select Committee on Joint Stock Companies was appointed, and its report, issued in 1844, disclosed some of the frauds of the day. Mr. Formoy reminds us that Dickens has immortalized the fraudulent life assurance company in the account of the proceedings of Anglo-Bengalee Disinterested Loan & Life Assurance Company, of which Tigg Montague was the head, and his plan, after policies had been granted, was to disappear with the premiums—in short, to "bolt"—as soon as there was a chance of their falling in heavily. The Companies Act, 1844, was the outcome of the Report, and this introduced the incorporation of companies, and at the same time imposed various powers and conferred various duties. At pp. 76 *et seq.* Mr. Formoy gives an interesting tabular comparison of the statutory powers and duties under that Act and the Act of 1908. Limited liability was introduced in 1855, and thus, with incorporation and limited liability, the modern company was fairly started. There were other Acts before the Companies Act, 1852, but this Act was the real starting point for the enormous development of company promotion which characterized the latter part of the Victorian era, and the Act,

with the successive amending Acts of 1867, 1890, 1900, and 1907—to mention only the chief of them—is now reproduced in the Act of 1908. These modern Acts are summarized and their development explained in the last chapter. Mr. Formoy has made a careful study of the rise and progress of Company Law, and has embodied his researches in a book which deserves great praise and should form a very interesting addition to the lawyer's library.

Company Law.

THE LAW AND PRACTICE UNDER THE COMPANIES ACTS, containing the Statutes and the Rules, Orders and Forms to regulate proceedings. By The Right Honourable Lord WRENBURY, P.C., M.A., formerly Lord Justice Buckley. Tenth edition by W. GORDON BROWN, B.A., LL.B., and R. J. T. GIBSON, M.A., LL.M., Barristers-at-Law. Stevens & Sons, Ltd. £2 10s. net.

We have been concerned above with the history of Company Law. In "Buckley on the Companies Acts" lawyers of recent years have gained their knowledge of modern statute law of companies. It dates, as we have said, from the Act of 1862, and that Act and the amending Act of 1867 are associated with a multitude of judicial decisions by which the statutes have been applied and their meaning fixed; most notable of all, perhaps, is *Salomon's Case*, 1897, A.C. 22, by which the separate existence of the company in law was finally established, however much it might in fact be identified with a controlling member. We are glad to see that the author writes a preface to this edition. He signed, he tells us, the preface to the first edition in December, 1872. The ninth edition was entirely his work when he was in the Court of Appeal. He signs the preface to the tenth edition in January, 1924, but failing eyesight has made it impossible for him to undertake the work of preparing it; and he is not reluctant to hand this task to editors who have been in daily contact with the work going on in the courts. "This is an advantage which I no longer enjoy. The work in the House of Lords and in the Privy Council is too remote." And yet it is in the former tribunal that many of the decisions, of which we have just cited an example, have been given. We can well understand, however, that the regretted failure of eyesight should forbid Lord Wrenbury's participation in this edition.

The plan of the work is well known. It gives the text of the statutes with full annotations. Fortunately there is now, for practical purposes, only one statute, and a great simplification has been effected by the consolidation of the previous Acts in the Companies Act, 1908. The method of explaining the law by annotations to a statute does not lend itself to the clear and orderly statement of principles, but it has outweighing practical advantages. The first consideration when any doubtful question arises is whether it is governed by statute; and if a relevant statutory provision is found, then the practitioner wants to know how the provision has been judicially interpreted. In a branch of law, like Company Law, in which there has been such a wealth of reported cases, this is, perhaps, the readiest means of obtaining guidance on the matter under consideration. Take for example ss. 140 and 142 of the Act of 1908, corresponding to ss. 85 and 87 of the Act of 1862, which provide for the staying of actions pending at the time of winding up, and forbid the commencement of a fresh action except by leave. In outline these enactments are clear enough, but in practice numerous questions arise which have been the subject of decision—as to an action for foreclosure, for instance, which a mortgagee readily gets leave to bring, or as to the right of distress and the liquidator's liability for rent, and the notes to these sections furnish full guidance to the decisions, and contain, at p. 343, an interesting comparison of the liabilities for rent of a liquidator, a trustee in bankruptcy and an executor. Again, while the question of payment for shares in cash has not now the same importance as under earlier legislation, it still arises where shares have been allotted as paid up "otherwise than in cash," so as to require a contract in writing to be filed under s. 88 of the Act of 1908, and *Spargo's Case*, 8 Ch. App. 407, and other similar cases are usefully stated in the notes to this section at p. 211; and the cases on misrepresentation as a ground for removing a member's name from the register are given and explained under s. 32, which confers on the court power to rectify the register. Under Art. 97 of Table A, forbidding the payment of a dividend otherwise than out of profits, there is a full and very interesting discussion of the distinction between profits and capital. A leading recent case on this subject is *Ammonia Soda Co.* v. *Chamberlain*, 1918, 1 Ch. 266, though, no doubt, the editors are right in saying that *Lee* v. *Neuchatel Co.*, 41 Ch. D. 1, lies at the root of the matter. However, it is not a subject on which any final definite rule has been evolved. To the practitioner the work is interesting wherever it is opened, and it furnishes him with sure guidance. In the hands of the present editors it will not lose the reputation which was built up under Lord Wrenbury's fostering care in the previous nine editions.

Books of the Week.

Legal History.—A History of English Law. By W. S. HOLDSWORTH, K.C., Vinerian Professor of English Law, Oxford. Vols. IV and V. Methuen & Co., Ltd.

County Courts.—The Annual County Courts Practice, 1924. 43rd Edition. Edited by Judge RUEGG, K.C. Costs and County Court Fees by W. H. WHITELOCK, B.A., and ARTHUR L. LOWE, M.A., Registrars of the Birmingham County Court. Admiralty and Merchant Shipping by H. H. SANDERSON, Solicitor, of Hull. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. £1 15s. net.

Equity.—A Digest of Equity. By J. A. STRAHAN, M.A., LL.B., Barrister-at-Law. Fourth Edition. Butterworth & Co. 22s. 6d. net.

Criminal Law.—Famous Crimes and Criminals. By C. L. MCCLUER STEVENS. Stanley Paul & Co., Ltd. 12s. 6d.

Negotiable Instruments.—A Short Treatise on the Law of Bills of Exchange, Cheques, Promissory Notes, and Negotiable Instruments and generally. By BERTRAM JACOBS, LL.B. (Lond.). Second Edition. Sweet & Maxwell, Ltd. 10s. 6d. net.

Res Judicatæ.—The Doctrine of *Res Judicatæ*. By GEORGE SPENCER BOWER, K.C. Butterworth & Co. 35s. net.

Evidence.—An Outline of the Rules of Evidence. By L. V. HOLT, Solicitor. Stevens & Sons, Ltd. 2s. net.

Correspondence.

Administration Bonds.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It may interest your readers to know the difficulty of now enforcing a Probate Administration Bond. This bond is now given to the King in lieu of the President of the Probate Division. A Probate Registrar has decided that he could not order the King to assign the bond in accordance with the usual practice. The only remedy is to obtain the fiat of the Attorney-General and to issue a Writ of *Scire Facias*. We have just recently had to follow out this procedure in enforcing an Administration Bond.

WARREN & WARREN.

14, Bedford-row,
London, W.C.1.
19th March.

[See under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

House of Lords.

ELDER, DEMPSTER & CO. *v.* PATERSON ZOCHONIS & CO.: GRIFFITHS LEWIS STEAM NAVIGATION CO. *v.* THE SAME.
18th March.

SHIPPING—BILL OF LADING—DAMAGE TO CARGO—IMPLIED WARRANTY OF SEAWORTHINESS—EXEMPTION CLAUSES—BAD STOWAGE—LIABILITY OF SHIPOWNER AND CHARTERER.

Shipowners let the use of their steamer to charterers to carry palm oil and other merchandise. The casks of oil were properly stowed at the bottom of the hold, but on the top of them were placed other cargo of a weight greater than the casks could bear, with the result that the casks were crushed and the oil lost.

Held, that the damage was not due to unseaworthiness, but to improper stowage, and that both owners and charterers were protected from liability by the exemption clause in the bill of lading.

The House, by a majority, allowed this appeal from an order of the Court of Appeal, 1923, 1 K.B. 420, affirming a judgment of Rowlatt, J., in favour of the plaintiffs (the respondents). By a time charter shipowners let the use of their steamer, "The Grelwen," to charterers who under bills of lading contracted to carry a number of casks of palm oil from West Africa to Hull. These casks may be safely stowed aboard ship in three or four, but not more than four, tiers, and ships carrying this cargo are usually constructed with 'tween decks allowing a small space for other cargo between the topmost row of casks and the deck above. The ship had no 'tween decks nor any appliances for laying a 'tween deck. She shipped a number of casks of palm oil which were stowed properly in tiers at the bottom of the hold, but the space between them and the main deck was filled with a cargo of bags of a weight much greater than the casks could support, with the result that many of the casks were crushed and the oil lost. The bills of lading exempted the charterers from liability for loss,

injury or damage arising from a leakage or breakage or from other goods by stowage. The respondents brought this action against the charterers and owners claiming damages, and it was not denied that the damage was caused by the excessive weight placed on the casks. The question therefore was whether the damage was due to bad stowage or to the fact that the vessel was structurally unfit or unseaworthy for the carriage of the oil. It was not denied that if the damage was due to bad stowage the charterers were protected by the exemption clause, but if it was due to unseaworthiness then it was contended that the charterers were not protected and were liable to make good the damage.

Lord CAVE said that the general principles which should govern this case were not in doubt. It was well settled that a shipowner or charterer who contracted to carry goods by sea thereby warranted not only that the ship should be seaworthy in the ordinary sense of the word, but also that the ship and her furniture and equipment should be reasonably fit for receiving the contract cargo and carrying it across the sea. The latter obligation which was sometimes referred to as a warranty of seaworthiness for the cargo was formulated by Lord Ellenborough in 1804, and was affirmed by this House in *Steele* v. *State Line Steamship Company*, 3 A.C. 72, and *Gilroy* v. *Price*, 1893, A.C. 62. But there was no rule that if two parcels of cargo were so stowed that one could injure the other during the course of the voyage the ship was unseaworthy, (*The Thorsa*, 1916, P. 257). Applying these principles to the present case, he had come to the conclusion that the damage was not due to unseaworthiness but to improper stowage. If the fitness or unfitness of the ship was to be ascertained at the time of loading there could be no doubt about the matter. At the moment when the palm oil was loaded the vessel was unquestionably fit to receive and carry it. She was a well-built and well-found ship, and lacked no equipment necessary for the carriage of palm oil, and if damage arose it was due to the fact that after the casks of oil had been stowed in the hold, the master placed upon them a weight which no casks could be expected to bear. Whether he could have stowed the cargo in a different way without endangering the safety of the ship was a matter on which the evidence was conflicting, but if that was impossible he could have refused to accept some part of the bags of kernels, and the oil would then have travelled safely. No doubt that might have rendered the voyage less profitable, but that was for the present purpose immaterial. The important thing was that at the time of loading the ship was fit to receive and carry the oil without injury, and if she did not do so it was due not to any unfitness of the ship, but to another cause. But it was argued that an owner or charterer loading cargo was to be deemed to warrant the fitness of the ship to receive and carry it not only at the moment of loading, but also at the time when she sailed from the port, and that at the moment when this ship left the port she was unfit without 'tween decks to carry the cargo. He thought there was some authority for the proposition that the implied warranty of unseaworthiness for the cargo extended to unfitness for the cargo not only at the time of loading, but also at the time of sailing, but it was unnecessary to pursue the point, for the proposition if established would not avail the respondents. The evidence was conclusive to show that the injury to the casks was caused at or immediately after the time when the cargo was loaded and before the ship sailed, and accordingly that it was not due to unseaworthiness at the time of sailing. There remained the further question which arose between the shippers and the shipowners, the Griffiths Lewis Steam Navigation Co. It was contended on behalf of the respondents that assuming their loss to be due to bad stowage on the part of the master of the ship the owners were not protected by the conditions of the bill of lading to which they were not parties and were accordingly liable in tort for the master's negligence. In support of this contention the respondents relied on such cases as *Mcux* v. *Great Eastern Railway*, 1895, 2 Q.B. 391. He did not think that this argument should prevail. It was stipulated in the bill of lading that the shipowners should not be liable for any damage arising from other goods by stowage or contact with the goods shipped under the bill of lading, and it appeared to him that this was intended to be a stipulation on behalf of all the persons interested in the ship, charterers and owners alike. It might be that the owners were not directly parties to the contract, but they took possession of the goods on behalf of and as agents of the charterers and so could claim the same protection as their principals. The appeal therefore succeeded, and the action would be dismissed with costs in both courts, below and in that House.

Lord FINLAY differed. He agreed with the majority of the Court of Appeal that the ship was unseaworthy in not being properly equipped for the service in which she was sent under the charter-party. Lords SUMNER, DUNEDIN and CARSON agreed with the judgment of Lord CAVE.—COUNSEL: *R. A. Wright*, K.C., and *D. N. Pritt*; *Neilson*, K.C., and *Clement Davies*; *Jowitt*, K.C., and *Le Quesne*. SOLICITORS: *Lawrence Jones & Co.*; *Pritchard & Sons* for *Andrew Jackson & Co.*, Hull; *Rawle, Johnstone & Co.* for *Hill, Dickinson & Co.*, Liverpool.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

SHIPMAN *v.* **SHIPMAN.** No. 1. 19th and 20th March.

HUSBAND AND WIFE—WIFE'S SEPARATE PROPERTY—MATRIMONIAL HOME BELONGING TO WIFE—RIGHT TO EXCLUDE HUSBAND—MARRIED WOMAN'S PROPERTY ACT, 1882, 45 & 46 Vict. c. 75, s. 12.

By s. 12 *of the Married Woman's Property Act*, 1882, *a married woman has all the remedies for the protection and security of her separate property as if she were a* feme sole, *and can enforce those remedies even against her husband. Therefore, although it is the duty of husband and wife to live together, yet where the husband's conduct has been bad, and such as would enable her to maintain or defend proceedings against him in a matrimonial suit, she may obtain an order to exclude him from a house which is her separate property, in spite of that house being the matrimonial home of the parties.*

Appeal from a decision of Russell, J.

The plaintiff was the wife of the defendant, and there were no children of the marriage. She was a widow at the time of the marriage, and by her first husband had had two children, of whom the elder was a girl of about eighteen. The house at which she and her husband had lived was her separate property, and, having brought an action against her husband, she moved the court for an injunction to restrain him, until judgment in the action or until further order, from entering her house or from trespassing thereon. The evidence upon her behalf was that the conduct of the husband was such that the family could not possibly live together, the elder girl could not remain at home, and the plaintiff was prevented from letting any of her rooms to lodgers, by which means she was hoping to make a living. The husband's evidence denied those statements, but contained admissions that he had not always been strictly sober, and that, at least upon one occasion, he had struck his wife.

RUSSELL, J., said that the motion depended upon s. 12 of the Married Woman's Property Act, 1882, which provided that "Every woman, whether married before or after this Act, shall have in her own name against all persons whomsoever, including her husband, the same civil remedies . . . for the protection and security of her own separate property, as if such property belonged to her as a *feme sole*, but, except as aforesaid, no husband or wife shall be entitled to sue the other for a *tort*." That section was very clear and explicit, and the injunction must therefore be granted as prayed. The defendant appealed. The court, without calling upon counsel for the wife, dismissed the appeal.

Sir ERNEST POLLOCK, M.R., said it must be remembered that the order appealed from was not a final order, but an interlocutory order, made to protect the wife's property until the trial of the action. There was evidence of bad conduct upon the part of the husband, which had, to a certain extent, been borne out by his own admissions, and the wife's case was that the conduct made it impossible for her or for her daughter to live with him. Russell, J., had based his decision upon s. 12 of the Married Woman's Property Act, 1882 [his lordship read it], and there was no doubt that that section was in very wide and very clear terms. There might be some confusion of thought as to why these rights had been given to a wife, because husband and wife stood in special relation to each other, and that relation must not be forgotten when looking at s. 12. It was their paramount duty to live together and comfort and sustain each other if possible, and though there was statute law which gave them relief in certain cases, yet he (the Master of the Rolls) did not wish it to appear that he overlooked that duty of spouses to live together. But this was a case where the injunction was granted only until the trial of the action. It was not a final adjudication. In *Green* v. *Green*, 5 Ha., 400, an injunction was granted enforcing the rights of a wife in her separate property. In *Wood* v. *Wood*, 19 W.R., 1049, an injunction was granted in order to carry out the terms of a contract by which the wife was in business as manager of an hotel. In *Symonds* v. *Hallett*, 32 W.R. 103, 24 Ch. D. 346, an injunction, also an interim injunction, was granted against the husband to prevent him invading a leasehold house which was settled upon the wife. Without going further, it was clear that the courts had interfered to protect the property of a wife when that property was secured to her as her separate property, and still more would the court do that since the passing of the Act of 1882. But at the same time he (the Master of the Rolls) wished to associate himself with what was said by Cotton, L.J., in *Symonds* v. *Hallett*, 24 Ch. D., at p. 351: "To say that she is a *feme sole* is a mere hypothesis and an imagination, because she has a husband; though, as regards property, she is to be considered as a *feme sole*. Expressions have been used that she is entitled to be there in all respects as a *feme sole*, and to be protected against her husband's acts as if he were a stranger. That is very true as regards the property. But is the husband

to be considered a stranger because the property is vested in her for her separate use? That is a point which those who assert that the husband is to be considered a stranger must prove." Even if the general view of the law in regard to the duties of husband and wife to each other had been modified since those words were spoken, they were still wise words, and while considering the question of the separate property of a wife the court must also regard the duties of spouses to each other. In the present case, however, there was evidence of conduct by the husband which would justify the wife in maintaining a matrimonial suit against him, as, for instance, in endeavouring to obtain an order for judicial separation, or herself defending a suit by him for restitution of conjugal rights. She was clearly in a position to defend herself in matrimonial proceedings. Under those circumstances Russell, J., was right in granting an injunction for the security of the wife's property until trial.

ATKIN and SARGANT, L.JJ., delivered judgments to like effect.—COUNSEL: *A. R. Taylour*, for the husband; *G. D. Johnston*, for the wife. SOLICITORS: *Bircham & Co.; Cartwright, Cunningham and Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

In re **WINGET, LIMITED: BURN** *v.* **THE COMPANY.**
Russell, J. 15th, 19th, 20th February, 12th March.

REVENUE—CORPORATIONS PROFITS TAX—"ASSESSED TAX"—PREFERENTIAL CREDITOR—CROWN—COMPANIES (CONSOLIDATION) ACT, 1908, 8 Edw. 7, c. 69, ss. 107, 209—FINANCE ACT, 1920, 10 & 11 Geo. 5, c. 18, s. 56—R.S.C. Ord. 55, r. 69.

The words "all assessed taxes," in s. 209 of the Companies (Consolidation) Act, 1908, are not confined to all taxes levied under Schedules A to K of 48 Geo. III, c. 55, but include such taxes as Corporations Profits Tax, and, in fact, all assessed taxes imposed, whether before or after 1908.

Associated Newspapers, Ltd. *v.* Corporation of City of London, 1916, 2 A.C. 429, *applied*.

This was a summons under Ord. 55, r. 69, for the decision of the court as to whether, unless the receiver paid a sum for Corporations Profits Tax, the master might properly certify in a winding-up that all preferential debts had been paid. The facts were as follows:—On 27th April, 1923, the court appointed a receiver in a debenture-holder's action on behalf of the holders of the first mortgage debentures issued by the company on the undertaking of the company, and all its property, except uncalled capital. A preferential claim was made by the Crown for an amount of Corporations Profit Tax, which had been assessed against the company, and the receiver contended that the Crown was not a preferential creditor in respect of this amount.

RUSSELL, J., after stating the facts, said:—By s. 107 of the Companies (Consolidation) Act, 1908, the receiver is bound to pay forthwith out of the assets coming into his hands, and in priority to principal and interest in respect of the debentures, the debts which in a winding-up are, under s. 209, to be paid before all other debts. These debts include "all assessed taxes, land tax, property or income tax assessed on the company up to the 5th of April next before" the relevant date, namely, 27th April, 1923, and not exceeding in the whole one year's assessment. It is clear from s. 56 of the Finance Act, 1920, which first imposed corporation profits tax, that in ordinary parlance, the tax was an assessed tax, that is, it was a tax levied by assessment, and one for which there is no liability before assessment. The words "all assessed taxes" are not confined to such assessed taxes as existed in 1908. A statute giving the Crown priority for "all assessed taxes" does so for both existing and future taxes: see *Associated Newspapers, Ltd.* v. *Corporation of City of London, supra*. It was contended that because s. 209 mentioned land tax and income tax which are taxes levied by assessment, as well as "all assessed taxes," the latter words are used in a special sense, and, in fact, are confined to the taxes levied under Schedules A to K of 48 Geo. 3, c. 55. I am of opinion that, to ascertain the present law, it is necessary to consider the section in the framework in which it stands, and I see no reason why the words "all assessed taxes" should not be given their natural meaning so as to include all taxes levied by assessment. It is true that land tax and income tax are assessed taxes, and need not have been specially mentioned in s. 209; but I prefer the view that the Legislature has inserted words which are not strictly necessary, rather than the view that the Legislature, by the words "all assessed taxes," referred only to a class of tax which has long ceased to exist. In my opinion the master could not properly give the certificate asked for unless and until the receiver had paid the sum required for Corporation Profits Tax.—COUNSEL: *Gavin Simonds; Roland Burrows.* SOLICITORS: *The Solicitor for the Inland Revenue; Dunderdale & Dehn.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

T. & J. BROCKLEBANK LIMITED *v.* **THE KING.** Avory, J.
14th January.

CROWN—MINISTRY OF SHIPPING—CONTROL OF SALE OF VESSELS TO FOREIGN PURCHASERS—LICENCE—CONDITIONAL UPON PAYMENT OF PERCENTAGE OF PURCHASE PRICE TO MINISTRY OF SHIPPING—*Ultra vires*—BRITISH SHIPS (TRANSFER RESTRICTION) ACT, 1915, 5 Geo. 5, c. 21, s. 1—INDEMNITY ACT, 1920, 10 & 11 Geo. 5, c. 48, ss. 1 and 2.

Upon an application by a shipping firm, in accordance with the provisions of s. 1 *of the British Ships (Transfer Restriction) Act,* 1915, *for permission to sell one of their vessels to a foreign purchaser, the Ministry of Shipping (being the department to which at the material date the application had to be submitted) granted the licence on condition that payment should be made to the Ministry of Shipping of* 15 *per cent. of the purchase price. The firm paid the sum demanded, and subsequently sought by petition of right to recover it.*

Held (applying A.G. *v.* Wilts United Dairies, Ltd., 66 SOL. J. 630; 1922, W.N. 217), *that the payment of* 15 *per cent. of the purchase price to the Ministry of Shipping was exacted without authority, and was therefore illegally exacted, and that the suppliants were entitled to the declaration for which they prayed.*

Petition of right. The suppliants claimed in this petition, which was presented in July, 1922, a sum of money which had been paid by them to the Ministry of Shipping in 1920. In 1919 they desired to sell one of their steamships to a foreign purchaser, and before doing so it was necessary for them to obtain a licence from the Shipping Controller. On application being made for this licence, they were informed that it would not be granted unless they paid to the Ministry of Shipping 15 per cent. on the purchase price. They agreed to do so and the licence was granted. The ship was sold and the vendors paid 15 per cent. of the purchase money to the Ministry of Shipping. By s. 1 of the British Ships (Transfer Restriction) Act, 1915, it is provided: "A transfer made after the 12th day of February, 1915, of a British ship registered in the United Kingdom, or a share therein, to a person not qualified to own a British ship, shall not have any effect unless the transfer is approved by the Board of Trade" [at the material date the Ministry of Shipping] "on behalf of His Majesty, and any person who makes, or purports to make, such a transfer after the commencement of this Act without that approval shall, in respect of each offence, be guilty of a misdemeanour."

AVORY, J., delivering judgment, said that, having regard to the decision *A.G.* v. *Wilts United Dairies, Ltd., supra*, he came to the conclusion that the imposition was *ultra vires* the Shipping Controller and was a levying of money for the use of the Crown without grant of Parliament within the meaning of the Bill of Rights. Although he did not doubt that the condition was imposed in perfect good faith and in the honest belief that it was in furtherance of the object of the British Ships (Transfer Restriction) Act, 1915, he thought the payment was exacted without authority, and was therefore illegally exacted. His lordship was of opinion that the procedure by petition of right had been rightly adopted for the recovery of this money. The question had also to be considered whether the money was paid under compulsion within the meaning of the authorities, or was a voluntary payment, as contended on the part of the Crown. The Crown had contended that the payment was not made under protest, and reliance had been placed on the judgment of Walton, J., in *William Whiteley, Ltd.* v. *The King*, 26 T.L.R. 19. In that case the learned judge, while holding that money, paid to the Commissioners of Inland Revenue under threat that if not paid proceedings would be taken for penalties, was not recoverable as money paid under compulsion, was careful to distinguish the case of money extorted by a person for doing what he was legally bound to do without payment, and on that point *Morgan* v. *Palmer*, 2 B. & C. 729, was a direct authority. It might be said that the Shipping Controller was not legally bound to grant a licence, but, in granting or refusing it, he was bound, in his lordship's view, to exercise a judicial discretion and not to impose a condition of payment which was unlawful. The money in the present case was not paid under any mistake of fact or of law, but, in the words of Littledale, J., in *Morgan* v. *Palmer*, 2 B. & C., at p. 739: "The plaintiff was merely passive, and submitted to pay the sum claimed, as he could not otherwise procure his licence"; and, subject to the further point taken by the Attorney-General under the Indemnity Act, 1920, his lordship thought that the suppliants would be entitled to recover the sum claimed as money received to their use. The Attorney-General contended that, even if the action of the Shipping Controller could not be justified, he purported nevertheless to be acting in the exercise of his duty, and in those circumstances compensation would be payable under s. 2 (1) (*b*) of the Indemnity Act, 1920

and no action or other legal proceeding would lie; but his lordship doubted whether, in the circumstances of the case, the suppliants could be said to have suffered any direct loss or damage within the meaning of that section. He therefore thought that it was not a case where a claim for compensation could be brought under s. 2 of the Act, but was, within the proviso to s. 1, a claim in respect of a right under an alleged breach of a contract. In the result, although no claim was made by the suppliants for the return of the money until after the decision of the House of Lords in *A.G.* v. *Wills United Dairies*, *supra*, he came to the conclusion, with some hesitation, on the authority of that case and of *Morgan* v. *Palmer*, *supra*, that they were entitled to the declaration prayed for.—COUNSEL: *Sir John Simon*, K.C., and *Hildesley*; *Sir Douglas Hogg*, A.-G., and *Russell Davies*. SOLICITORS: *Rawle, Johnstone & Co.* for *Hill, Dickinson & Co.*, Liverpool; *Solicitor to the Board of Trade.*

[Reported by J. L. DENISON, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* GREAT WESTERN RAILWAY CO.

McCardie, J. 18th January.

RAILWAY—FIRE DUE TO SPARKS FROM ENGINE—CLAIM FOR COMPENSATION—NO MENTION OF RAILWAY FIRES ACT, 1905—SUBSEQUENT CLAIM FOR SMALLER AMOUNT, BEING THE MAXIMUM WHICH COULD BE CLAIMED UNDER RAILWAY FIRES ACT, 1905—VALIDITY OF CLAIM—RAILWAY FIRES ACT, 1905, 5 Edw. 7, c. 11.

A fire was caused by sparks from a locomotive engine, which was being used under the statutory powers of a railway company and without negligence. The Commissioners of Woods and Forests (the land affected being under their management) sent in to the company within a claim for compensation amounting to over £3,000. No mention of the Railway Fires Act, 1905, was made in the documents supporting this claim. Subsequently the Commissioners altered their claim to one for a sum of £100, being the maximum amount for which a claim could be made under the Act of 1905. Ultimately an information was laid against the company in which £100 was claimed in respect of damages.

Held, that, though no mention of the Act of 1905 was made in the original claim, and though that claim was for a larger amount, the Commissioners were not precluded from subsequently making a claim (on the basis that the fire was not the result of negligence) for the smaller amount authorised by the statute; and that the procedure which had been adopted did not invalidate the claim made under the Act of 1905.

Information on behalf of the Crown. In July, 1921, a locomotive engine belonging to the Great Western Railway Company, while being used under statutory powers, in the ordinary manner, emitted sparks thereby causing a fire on land which adjoined the railway, and which was under the management of the Commissioners of Woods and Forests. The Commissioners within seven days communicated to the representatives of the railway company, notifying them of the fire and that particulars of the damage would subsequently be forwarded. On the 30th July, 1921, they notified the company that the amount of their claim for damages was £3,475 12s. No reference to the Railway Fires Act, 1905, was made in the correspondence relating to this claim until early in 1922, when the Commissioners intimated to the company that they did not wish to raise any issue of negligence to substantiate their original claim, and they ultimately made a claim for the sum of £100, being the maximum which could be claimed under the Act of 1905. Early in 1923, an information was laid on behalf of the Crown against the defendant company, in which £100 was claimed in respect of the damage caused by the fire. The company in their plea stated that the Act of 1905 did not apply, as the damage caused by the fire exceeded £100, and as no notice of claim and no particulars of damage in writing within s. 3 of the Act had been sent to the company within the time specified by that statute. It was agreed between the parties that the land was agricultural land within the meaning of the statute, that the damage exceeded £100, and that the locomotive was being used under the statutory powers of the company and without negligence. By s. 1 of the Act of 1905, it is provided: "(1) When, after this Act comes into operation, damage is caused to agricultural land or to agricultural crops, as in this Act defined, by fire arising from sparks or cinders emitted from any locomotive engine used on a railway, the fact that the engine was used under statutory powers shall not affect liability in an action for such damage . . . (3) This section shall not apply in the case of any action for damage unless the claim for damage in the action does not exceed one hundred pounds." By s. 3, it is provided: "This Act shall not apply in the case of any action for damage by fire brought against any railway company unless notice of claim and particulars of damage in writing shall have been sent to the said railway company within seven days of the occurrence of the damage as regards the notice of claim, and within fourteen days as regards the particulars of damage."

MCCARDIE, J., delivering judgment, said that in his view, there was nothing to prevent a claimant from recovering damages not exceeding £100, even though the damage which he had actually sustained exceeded that sum. The original documents, in his opinion, constituted a valid notice and valid particulars of claim respectively, and complied with the requirements of s. 1 (3) of the Act. There appeared to be nothing to prevent a plaintiff who had commenced an action of this nature, based on negligence, from claiming damages under the Act of 1905. In his view there must be judgment in favour of the Crown.—COUNSEL: *Sir Douglas Hogg*, Attorney-General; *Sir Harold Smith*, K.C., *Barrington Ward*, K.C., and *Wilfrid Lewis*. SOLICITORS: *Francis A. Jones*; *A. G. Hubbard.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* MIYAGAWA. 21st January.

CRIMINAL LAW—PROCURING DANGEROUS DRUGS—MORPHINE—PURCHASE ABROAD BY PERSON RESIDENT IN ENGLAND PURCHASE IN SWITZERLAND FOR DIRECT TRANSIT TO JAPAN—SHIPPING DOCUMENTS SENT TO APPELLANT IN ENGLAND—DRUG ITSELF NEVER ACTUALLY NOR INTENDED TO BE IN ENGLAND—VALIDITY OF CONVICTION—DANGEROUS DRUGS ACT, 1920, 10 & 11 Geo. 5, c. 46, ss. 6, 7, 8—DANGEROUS DRUGS REGULATIONS, DATED 20TH MAY, 1921, REGULATION 3—DANGEROUS DRUGS AND POISONS (AMENDMENT) ACT, 1923, 13 & 14 Geo. 5, c. 5, s. 2.

By s. 6 of the Dangerous Drugs Act, 1920, the importation of drugs into or their export from the United Kingdom is prohibited, and s. 7, s-s. 1, provides that for the purpose of controlling the improper use of drugs, regulations may be made for controlling the manufacture, sale, possession, and distribution of drugs, and by s. 8, morphine is included among the drugs to which the Act applied. By regulation 3 of the Regulations, dated 20th May, 1921, made under s. 7 of the Act of 1920, "no person shall supply or procure or offer to supply or procure any of the drugs to or for any person, whether in the United Kingdom or elsewhere," unless he is duly licensed to do so.

The appellant, while resident in London, bought a quantity of morphine from a firm in Switzerland, for shipment direct to Japan. The drug was never received in England, but the shipping documents were received by the appellant in London. The appellant was convicted of procuring morphine contrary to s. 7 of the Dangerous Drugs Act, 1920, and Regulation 3 of the Regulations of 20th May, 1921, made thereunder.

Held, that the appellant had been rightly convicted of procuring the morphine, notwithstanding that the drug was never received in this country. "Procuring," under Regulation 3, did not necessitate actual physical possession of the drug in this country, nor an intention that such actual physical possession should take place.

Appeal against conviction. The appellant, Yasukichi Miyagawa, was convicted at the Central Criminal Court of offences against the Dangerous Drugs Acts, 1920 and 1923, on an indictment of which the first count was as follows:—"Statement of offence: Unlawfully procuring morphine contrary to s. 7 of the Dangerous Drugs Act, 1920, and Regulation No. 3 of the Regulations, dated 20th May, 1921, made by the Secretary of State under the said Act. Particulars of offence: Yasukichi Miyagawa, between 1st September and 5th November, 1923, in the City of London, unlawfully procured 500 pounds weight of morphine hydrochloride for Miyagawa & Co., of Kobe, Japan." He was sentenced to three years' penal servitude, was ordered to pay the costs of the prosecution and was recommended for expulsion. The appellant was resident in London, and had an office in the City, from which he communicated with a firm in Switzerland, and bought morphine from them for shipment to Japan via Marseilles. Payment was made by the appellant through his bank in London to the bank of the vendors in Switzerland. The morphine was never received by the appellant in England, but the shipping documents were sent to him by the vendors and received by him in London. Regulation 3 of the Regulations, dated 20th May, 1921, made under s. 7 of the Dangerous Drugs Act, 1920, provides: "No person shall supply or procure or offer to supply or procure any of the drugs to or for any person whether in the United Kingdom or elsewhere or shall advertise any of the drugs for sale (*a*) unless he is licensed by the Secretary of State or is authorised by these Regulations or by any authority granted by the Secretary of State to supply the drug or unless he is licensed by the Secretary of State to

import or export the drug . . ." Dangerous Drugs and Poisons (Amendment) Act, 1923, s. 2, s-s. 1: "Any person (*d*) who in Great Britain aids, abets, counsels or procures the commission in any place outside Great Britain of any offence punishable under the provisions of any corresponding law in force in that place, or does any act preparatory to, or in furherance of, any act which if committed in Great Britain would constitute an offence against this Act, shall be guilty of an offence against this Act."

Lord HEWART, C.J., in delivering the judgment of the Court (himself and AVORY and MCCARDIE, JJ.), said: For the appellant it has been argued that there cannot be a "procuring" within the meaning of Regulation 3 of the Regulations made under s. 7 of the Dangerous Drugs Act, 1920, for the control of the manufacture and sale of morphine and other drugs unless the drugs which are the subject-matter of the charge are actually, or are intended to be, physically in this country. That proposition derives no support from a consideration of Regulation 3 nor from a comparison of the terms of the Dangerous Drugs Act, 1920, with those of the Dangerous Drugs and Poisons (Amendment) Act, 1923. It is quite true that the Act of 1923 throws the net more widely than does the Act of 1920, but that was because experience had shown that there might be acts of a preparatory character which should be penalised, but which fell short of an act, or an attempt to commit an act, prohibited by the Act of 1920 or the Regulations made under it. It has been argued that the Recorder misdirected himself and the jury in point of law: but in the opinion of this court that argument falls, and no criticism can properly be made of the interpretation which the Recorder put on Regulation 3. Further, in the opinion of the court, there was sufficient evidence fit to be left to the jury of an act preparatory to the procuring of the morphine. There is no reason to interfere with the conviction. With regard to the sentence, if it was severe, the offence deserved a severe sentence. The court sees no reason to interfere with it. Appeal dismissed.—COUNSEL: *Sir Henry Curtis-Bennett*, K.C., *Cecil Whiteley*, K.C., and *Walter Frampton*; *Travers Humphreys* and *H. D. Roome*. SOLICITORS: *Percy Robinson & Co.*; *Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

JOB EDWARDS LIMITED *v.* BIRMINGHAM CANAL NAVIGATION LIMITED. No. 2. 5th November.

NUISANCE—PRIVATE NUISANCE—NUISANCE CAUSED BY THIRD PARTY—USING LAND AS TIP FOR REFUSE WITHOUT OCCUPIER'S KNOWLEDGE AND CONSENT—SPONTANEOUS COMBUSTION OF REFUSE—DANGER TO ADJOINING PROPERTY BY SPREAD OF FIRE—ABATEMENT OF NUISANCE—PROTECTION AGAINST THE FIRE—RESPONSIBILITY OF INNOCENT OCCUPIER—FIRES PREVENTION (METROPOLIS) ACT, 1774, 14 Geo. III, c. 78, s. 86.

Land of the plaintiffs which adjoined the defendants' canal was used by a third party without the plaintiffs' knowledge as a tip for refuse brought in barges along the canal. The tip caught fire and endangered the bed of the canal. In an action to determine the liability for the cost of works executed by the defendants for the protection of the canal,

Held (Scrutton, L.J., dissenting), that the plaintiffs were not liable, (1) because the nuisance was a private, and not a public, nuisance and the plaintiffs were innocent of any act or default which caused it, or of any negligence in relation to it, and (2) the Fires Prevention (Metropolis) Act, 1774, exempted them from liability on the ground that the fire was accidental.

Appeal from Bailhache, J., in an action tried at Birmingham Assizes. The action was brought for a declaration that the plaintiffs were under no liability to pay for the cost of certain works which had to be carried out to protect the defendants' canal from damage by the spread of a fire which originated in a refuse tip which had been placed on the plaintiffs' land without the plaintiffs' knowledge and consent. Bailhache, J., decided in favour of the plaintiffs and the defendants appealed.

BANKES, L.J., stated the facts and said: On these facts, three questions of law were raised: (1) What is the duty of a person on whose land a nuisance exists, which is a danger to the land or property of an adjoining owner, when his attention is called to the danger and the fact is that he has neither created the nuisance nor consented to its continuance? (2) Assuming that a duty to abate the nuisance exists at common law, is the owner excused by statute if the nuisance is a fire which began accidentally? (3) Does the fact that the defendants appear to have been to some extent responsible for the deposit of the refuse on the tip disentitle them to rely on their common law right (if any)? I dismiss the last point from consideration, because I do not think that it was made at the trial in such a way as would justify this court in deciding it on the present materials. If it was necessary to decide it, which for the reasons I now proceed to give I do not think it is, it would be necessary to direct a new trial. The first point is obviously one of far-reaching importance. For the defendants it is contended that the case is covered by the principle laid down in *Fletcher* v. *Rylands*, L.R. 3 H.L. 330. For the plaintiffs it is contended that there is no authority in support of that contention, and that the case on its facts is distinguishable from the *Fletcher* v. *Ryland*, *supra*, class of cases and that there is authority, which this court should follow, negativing the liability contended for by the defendants. In discussing the question it is all important to bear in mind the distinction between cases of public and private nuisance. For what were no doubt considered good and sufficient reasons, the common law has in the public interest cast a very onerous duty upon the possessor of land or premises on which a public nuisance exists. The case of *Attorney-General* v. *Tod-Heatley*, 41 SOL. J. 311; 1897, 1 Ch., 560, is an instance in which the court enforced that duty. It is clear that in the case of a public nuisance, when once the existence of the nuisance on his land becomes known to the occupier of the land, it is his duty to abate it, or to endeavour to abate it, even though he is entirely innocent of either causing the nuisance or of allowing it to continue. *Barker* v. *Herbert*, 1911, 2 K.B., 633; *Harrold* v. *Watney*, 42 SOL. J. 609; 1898, 2 Q.B., 320. I can find no authority which suggests that the same standard of duty is required of the occupier of land in the case of injury resulting from a private nuisance on his land. Every consideration apart from authority appears to me to point in a contrary direction. In the first place, the common law has given the person threatened with injury the exceptional right to enter upon the land on which the nuisance exists and to do what is necessary to abate it. This in itself, I think, points to the conclusion that this remedy was given because it was recognized that though in some cases another remedy might exist, there were cases in which the law did not afford any other remedy. Again, as between two entirely innocent parties why should the one in whose interest an expenditure is required, in order to abate a danger to himself, not be the person to bear the necessary expenditure? I am, of course, confining these observations to the case where the possessor of the land on which the nuisance exists is entirely innocent of either creating or continuing it. In my opinion the case of *Saxby* v. *Manchester, Sheffield, and Lincolnshire Railway*, L.R. 4 C.P., 198, 1869, is a direct authority in support of the view of the law which I am putting forward. I can see no ground for the adverse criticism directed at the decision in that case by some of the leading text writers. It appears to me to be founded on sound principle and good sense. Vaughan Williams, L.J., in *Barker* v. *Herbert*, 1911, 2 K.B., 633, cites the case with apparent approval, and the decision appears to me to be quite consistent with such cases as *Black* v. *Christchurch Finance Company*, 1894, A.C., 48, which proceeds on the assumption that the defendants in that case would not have been liable had the fire been lighted by a trespasser; and with the dictum of Baron Bramwell in *Nichols* v. *Marsland*, L.R. 10 Ex., 255, at p. 260; in reference to the liability for the act of a mischievous boy in boring a hole in a cistern, and with many other cases of the same class which might be cited; see also *Rickards* v. *Lothian*, 57 SOL. J. 281; 1913, A.C., 263. The case of the overhanging tree is distinguishable from the class of cases with which I have been dealing. In some cases, as in *Crowhurst* v. *Amersham Burial Board*, 4 Ex. Div., 5, the body sought to be made liable had planted the tree. In other cases, such as *Smith* v. *Giddy*, 48 SOL. J., 589; 1904, 2 K.B., 448, the occupier, if not responsible for the planting of the tree, may yet be liable on the principle that an occupier who takes possession of land upon which a nuisance exists is liable for the continuance of it after he has taken possession: *Broder* v. *Saillard*, 2 Ch. D., 692. In other words, he voluntarily steps into the shoes of the person who was responsible for creating the nuisance. The case of fire has always been looked on in our law as a somewhat exceptional case. It was no doubt the ancient law or custom of England that a person in whose house a fire originated, which afterwards spread to his neighbour's property and destroyed it, must make good the loss, but I do not consider that rule as opposed to the view I am putting forward in regard to liability for injury done by a private nuisance, as the ancient law no doubt considered a fire as a public nuisance owing to the danger of its spreading.

The view of the law which I am taking does not touch a case where the private nuisance has been caused or allowed to continue by any act or default on the part of the occupier of the land on which it exists. As I have endeavoured to point out, the mere refusal or neglect to remove the nuisance, if it be a private nuisance, does not, in my opinion, of itself constitute a default. What within the language of the lords justices in *Barker* v. *Herbert* *supra*, will constitute a continuance of a private nuisance so as to

create an actionable wrong must depend on the evidence in such case. A deliberate refusal to give an adjoining owner notice of the danger, or an obstruction of that owner in his endeavour to abate the nuisance, may be evidence of a continuance. There may be cases (though I am not deciding the point) in which the act necessary to abate the nuisance, in the first instance, was of such a trifling nature that it might amount to an act of negligence on the part of the occupier of the land on which the nuisance existed not to take that step. In the present case it is sufficient to say that in my opinion there was an entire absence of any evidence that the plaintiffs either caused or continued (using that word in its widest sense) the nuisance, or were guilty of any negligence in relation to it. In these circumstances the plaintiffs were, in my opinion, entitled to judgment, apart altogether from the question of whether they were exempt from liability under the statute (The Fires Prevention (Metropolis) Act, 1774), on the ground that the fire was an accidental one. Mr. Vachel contended that whatever may have been the cause of the original fire, it ceased to be an accidental fire within the meaning of the statute once the plaintiffs were informed of it, and that within the reasoning of the decision in *Musgrove* v. *Pandelis*, 63 SOL.J. 353; 1919, 2 K.B. 43, the fire as from that date must be treated as a second and independent fire. I cannot draw any such inference from the facts of the present case. In *Musgrove* v. *Pandelis*, Lush, J., drew the inference from the facts that there were, in substance, either two fires, the first, an accidental one which did no damage, and the second, due to negligence, which did the damage; or, alternatively, that there was only one fire within the meaning of the statute and that was the one due to negligence. This court agreed with the view of the learned judge, but the facts of that case are very special, and have, in my opinion, no bearing upon the case we are now dealing with. In the result the appeal fails and must be dismissed with costs.

SCRUTTON, L.J., read a long dissenting judgment, holding that there ought to be a new trial of the whole action, as the facts had not been sufficiently investigated, and the learned judge had not applied the true principle of liability.

ASTBURY, J., concurred with Bankes, L.J., in holding that the appeal should be dismissed. Appeal dismissed.—COUNSEL: *C. F. Vachell*, K.C., and *H. H. Joy*; *E. W. Cave*, K.C., and *R. A. Willes*. SOLICITORS: *Wragge & Co.*, Birmingham; *Slater & Co.*, Darlington.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—King's Bench Division.

WINN *v.* **LONDON COUNTY COUNCIL.** Div. Court. 21st November.

COUNTY COURT—PRACTICE—TRIAL WITH OR WITHOUT JURY—JUDICIAL DISCRETION—ADMINISTRATION OF JUSTICE ACT, 1920, 10 & 11 Geo. 5, c. 81, s. 3.

A county court judge, when exercising the power conferred upon him by s. 3 of the Administration of Justice Act, 1920, to order the trial of an action or other matter without a jury, where he is satisfied that the action or matter cannot as conveniently be tried with a jury as without a jury, must exercise his discretion judicially.

Ford *v.* Blurton, 38 T.L.R. 801, *and* Calcraft *v.* London General Omnibus Co., Ltd., 67 SOL. J. 641; 1923, 2 K.B. 608, *referred to.*

Appeal from the Southwark County Court. The plaintiff commenced an action in the county court for damages for personal injuries in a "running down" case. The defendants applied to the county court judge under s. 3 of the Administration of Justice Act, 1920, for trial without a jury. The county court judge granted the application without giving any reason for his decision. The defendants appealed on the ground that the county court judge had not properly exercised the discretion conferred upon him by the section. By s. 3 of that statute it is provided: "(1) Where, in any action or other matter whatsoever requiring to be tried in a county court or any other inferior court of civil jurisdiction, the court or a judge is satisfied, on an application made by either party to the proceedings in accordance with rules of court, that the action or matter cannot as conveniently be tried with a jury as without a jury, the court or a judge shall, subject as hereinafter provided, have power, notwithstanding anything in any Act, to order the trial of the action or matter without a jury."

SANKEY, J., delivering judgment, said that in a similar application which had immediately preceded the present application, the county court judge had made a similar order. In neither case had he given reasons for his decision, having in the previous case merely said: "I allow this application on the ground that it is more convenient," and in the present case, "I make the same order." The statute had been fully considered in *Ford* v. *Blurton, supra*, and the section had also come under the consideration of the Divisional Court in *Calcraft* v. *London General Omnibus Co., Ltd., supra*. It appeared that no absolute discretion to dispense with a jury was conferred upon the county court judge by the section. The judge must exercise his discretion judicially, and the question was whether he had done so on the materials before him. His lordship was of opinion that one of the materials upon which a judge came to a judicial and proper determination, exercising his discretion properly, might be the nature of the case. There might be cases in the trial of which *prima facie* it would not be convenient to have a jury. On the other hand, there might be cases for which, *prima facie*, trial by jury would appear to be convenient, from all points of view. He would be very sorry to hear it laid down that a reason for dispensing with a jury would be to shorten proceedings. The case of *Ford* v. *Blurton, supra*, was of a different nature, and the facts in *Calcraft* v. *London General Omnibus Co., Ltd., supra*, were more like those of the case under consideration. In *Calcraft* v. *London General Omnibus Co., Ltd., supra*, Lush, J., said (1923, 2 K.B., at p. 614): "The ground of the judge's decision would seem to have been that the cause lists in his court happened to be very much congested, and that if an order was made for the trial of this case with a jury the trial of this particular case and of other cases also would be postponed. If that was the ground of his decision I do not think it was a good ground." Salter, J., had made a similar observation at p. 616: "In the present instance, however, the only reason why the judge made an order that the action should be tried without a jury was that there was a press of business in his court. He made the order, not only for the convenience of the plaintiffs or defendants in the action, but for the convenience of suitors in other cases also. If that was a ground on which the judge could properly exercise his discretion, the result would be that trial by jury would be obtainable in courts which were not busy, but not in courts which were busy, and that it would be obtainable in a court at a time of the year when it was not busy, but not at a time of the year when it was busy." In his lordship's view, before a judge could make an order that a case would be more conveniently tried without a jury, there must be some grounds upon which he could exercise his discretion judicially. Although it was not essential that he should give grounds, he had given no grounds, and there appeared to be none in the present case. The appeal should therefore be allowed.

TALBOT, J., delivered judgment to the same effect, and the appeal was allowed.—COUNSEL: *Sylvain Mayer*, K.C., and *C. T. Williams*; *Whiteley*, K.C., and *Rowland Thomas*. SOLICITORS: *Berry, Tompkins & Co.*; *D. P. Andrews.*

[Reported by J. L. DENISON, Barrister-at-Law.]

In Parliament.

House of Commons.

Questions.

RECOVERY OF RENTS.

Sir G. DOYLE (Newcastle-upon-Tyne, N.) asked the Attorney-General whether he will appoint a Commission to inquire into the working of County Courts in the matter of the recovery of rents from poor tenants?

The ATTORNEY-GENERAL: The whole question of the recovery of rents is under the consideration of His Majesty's Government, who have at their disposal, amongst other things, such advice as those skilled in the work of the County Courts are able to furnish, and I do not think any useful purpose would be served by the institution of such a Commission as the hon. Member suggests.

ORDERS FOR POSSESSION (COSTS).

Mr. SIMON (Withington) asked the Attorney-General whether he will consider the need for advising such alteration in the Rules made by the Lord Chancellor, under s. 17 of the Rent and Mortgage Interest Restrictions Act, 1920, as will secure that the costs payable by a tenant against whom an order for possession is made under that Act shall be reduced, and that such costs may be made payable by instalments at the discretion of the Court?

The ATTORNEY-GENERAL: The Rules in question are made by the County Courts Rule Committee and not by the Lord Chancellor. The position will be simplified if the County Courts Bill, which I am about to introduce, becomes law, when the Rules will be reconsidered by the Rule Committee. I do not, therefore, think it necessary to make any suggestion to the Rule Committee at present. The Court has already a discretion to suspend the execution of the order to pay costs on terms that they are paid by instalments.

INDICTABLE OFFENCES (ROYAL COMMISSION'S REPORT).

Mr. COVE (Wellingborough) asked the Financial Secretary to the Treasury if the Report of the Royal Commission appointed to consider the law relating to indictable offences containing an appendix of a draft code embodying the suggestions of the Commissioners, published by the Stationery Office in 1879, C. 2,345, is out of print; and, if so, will it be reprinted?

Mr. GRAHAM: The Report named is out of print and there is no present intention of reprinting it, copies being available for reference in numerous libraries. The question of reprinting would arise should a sufficient demand manifest itself, but the cost would be very considerable. (19th March.)

INCOME TAX.

Sir H. BRITTAIN (Acton) asked the Chancellor of the Exchequer whether he is aware that *bonâ fide* British subjects resident abroad who are holders of British Government securities, such as Funding Loan and Victory Bonds, are exempt from British Income Tax, provided they do not visit this country and stay here for more than three months in any one year, and that, on the other hand, should they be holders of Colonial and foreign Government securities, they are privileged to stay here up to six months; and whether, seeing that this difference in time has a detrimental effect upon British Government securities, as holders are selling them and buying Colonial and foreign, he will take steps to place holders of these two classes of securities on the same footing?

Mr. SNOWDEN: The hon. Member appears to be under a complete misapprehension as to the legal position in the matters to which he refers. The persons in question are entitled to the statutory exemption from Income Tax given under s. 46 (1) of the Income Tax Act, 1918, as regards the interest on certain Government securities if they are not ordinarily resident in this country, and there is no such criterion as the three months' time limit which the hon. Member suggests. The test of liability to British Income Tax in these cases in respect of foreign and Colonial dividends is chargeability as a resident in this country which is determined by reference to the various relevant circumstances. If the hon. Member desires I will ask the Board of Inland Revenue to explain to him in detail what matters are relevant in this connection.

WORKMEN'S COMPENSATION.

Mr. T. SMITH (Pontefract) asked the Home Secretary whether his attention has been directed to the decision in the courts to the effect that where redemption is secured of a weekly payment under the Workmen's Compensation Act, 1906, s. 1 of the Workmen's Compensation Act, 1923, which provides for the continued payment of the additional compensation conferred by the Workmen's Compensation (War Addition) Act, does not apply; and whether he can take action to secure that the intention of Parliament, when s. 1 of last year's Act was passed, shall be made operative?

Mr. HENDERSON: I am aware of one such case. It was undoubtedly intended by the Act of 1923 to confer on every workman injured before the commencement of the Act the right to the continued payment of the War addition during total disablement, whether or not his weekly payments under the Act of 1906 have been commuted, and if it were finally decided by the courts in a contrary sense amending legislation would have to be considered. The matter must, however, first be authoritatively determined on appeal.

FIRST OFFENDERS.

Mr. STRANGER (Newbury) asked the Home Secretary whether he is aware that first-offender prisoners are in association in London prisons with second-division prisoners having previous convictions; and whether he will take immediate steps to have all London first-offender prisoners transferred to one of the London prisons which has a separate wing suitable for their accommodation in which it will be impossible for them to come into association with past offenders?

Mr. HENDERSON: The Prison Commissioners have now under consideration a scheme for transferring offenders of good previous character in London to a prison with a separate wing, and they hope to be able to carry it into effect before long.

PRISONERS (LEGAL AID).

Mr. STRANGER (Newbury) asked the Home Secretary whether he is aware that the provision for supplying poor prisoners with legal aid in the preparation and conduct of their defence on trial at assizes or quarter sessions is contingent on their disclosing the nature of their defence before the committing magistrates; that the fact that there is a right to defence at the public expense is not disclosed to the defendant before he goes into the dock, except in so far as it appears on a cell card, which is not usually brought to his notice; and whether, in future, instructions will be given which will insure that the conditions under which such legal aid is given are disclosed by the committing magistrates before committing and also disclosed by a printed notice in the dock itself?

Mr. HENDERSON: The cell cards are prominently displayed and are very explicit; but further steps will be taken to see that all prisoners are acquainted with the conditions under which they can obtain legal assistance. (20th March.)

STREET AND ROAD ACCIDENTS.

Mr. B. SMITH (Rotherhithe) asked the Home Secretary the number of fatal and non-fatal accidents in England and Wales caused by mechanically-propelled vehicles during the years 1922 and 1923, respectively?

Mr. DAVIES: The numbers of fatal and non-fatal accidents in England and Wales caused by mechanically-propelled vehicles in streets, roads and public places in 1922 and 1923 were:—

	1922.	1923.
Fatal Accidents ..	2,052	2,293
Non-fatal Accidents	43,644	53,841
Total ..	45,696	56,134

Mr. HARMSWORTH (Thanet) asked the Financial Secretary to the Treasury whether the compensation fund of £5,000,000 placed at the disposal of the Royal Commission on Compensation for Suffering and Damage by Enemy Action, and the sum of £300,000 offered by His Majesty's Government for distribution among applicants for compensation who sent in belated claims are regarded by His Majesty's Treasury as maximum and final amounts of compensation or only sums on account pending payment by Germany of reparations due to this country; and, if the latter, whether claimants under both funds will be informed that they will receive further compensation later?

Mr. GRAHAM: Both the £5,000,000 and the £300,000 are regarded by the Government as maximum and final amounts.

EVICTIONS.

Mr. R. JACKSON (Ipswich) asked the Prime Minister whether he is aware that the consideration of the Rent Restrictions Bill has accelerated the issuing of notices by landlords for possession of houses in England; and, if so, will the Government include England in the legislation promised in relation to Scotland in cases of eviction?

Sir KINGSLEY WOOD (Woolwich, West) asked the Prime Minister whether he proposes to introduce legislation relating to rent restrictions, evictions and kindred matters?

Mr. SNELL (Woolwich, East) asked the Prime Minister if he is aware that applications to the courts for the eviction of tenants from their homes are rapidly increasing; that the courts are congested with applications of this character; and that the evicted tenants cannot find alternative accommodation, with the result that overcrowding of a serious nature is taking place; and whether the Government will undertake to introduce a short Bill on an early date to deal with this urgent matter and, in the meantime, make some statement which might check or prevent the evictions now being threatened?

The PRIME MINISTER: The alarming increase in applications for eviction orders and notices to quit has nothing whatever to do, I am informed, with the Rent Restrictions Bill, but is in consequence of recent legislative changes, the prolongation of bad trade, and the great shortage in houses. The Ministry of Health and the Scottish Office have been striving to meet the matter without legislation, which at the present moment presents unusual difficulties. A draft Bill is now, however, under consideration, and will be printed without delay. (24th March.)

RENT RESTRICTIONS BILL.

Sir K. WOOD (Woolwich, West) (*by Private Notice*) asked the Lord Privy Seal whether he can now state the arrangements the Government are making to provide legal advice in the Standing Committee which is now considering the Rent Restrictions Bill?

Mr. CLYNES: The Government are anxious to do all in their power to assist the Committee in its work, and to this end I have approached the Chairman of the Committee of Selection and have informed him that the Government would be gratified if the Committee could see their way to add the name of Mr. Attorney-General to the Committee for the consideration of the Rent Restrictions Bill. (25th March.)

Bills Presented.

Small Debt (Scotland) Bill—"to amend the Law of Scotland relating to payment by instalments of sums decerned for in small debt Courts, and to the arrestment of wages": Mr. William Adamson. [Bill 78.]

House of Commons and Municipal Corporations (Qualification of Clergymen) Bill—"to remove the disqualification of Clerks in Holy Orders and other Ministers of Religion as Members of the House of Commons and as Municipal Councillors": Mr. John Harris. [Bill 79.]

Association of Municipal Corporations (Expenses) Bill—"to remove doubt as to the legality of certain payments by the councils of boroughs, including Metropolitan boroughs": Sir Douglas Newton, on leave given. [Bill 80.] (19th March.)

Performing Animals Bill—"to regulate the exhibition and training of performing animals": Brigadier-General Cockerill. [Bill 81.]

National Health Insurance (Cost of Medical Benefit) Bill—"to make further provision with respect to the cost of medical benefit and to the expenses of the administration of benefits under the Acts relating to National Health Insurance, and to amend Section twenty-nine of the National Health Insurance Act, 1918; and for purposes connected therewith": Mr. Wheatley. [Bill 82.] (24th March.)

Peeresses Bill—"to enable Peeresses in their own right to sit and vote in the House of Lords": Mr. Briant, on leave given by 313 to 45. [Bill 85.]

London Traffic Bill—"to make provision for the control and regulation of traffic in and near London, and for purposes connected therewith": Mr. Gosling. [Bill 84.] (25th March.)

New Orders, &c.

Orders in Council.

THE COPYRIGHT ACT, 1911 (EXTENSION TO PALESTINE) ORDER, 1924.

Whereas it is among other things provided by the Copyright Act, 1911, that His Majesty may by Order in Council extend the said Act to any territory under His protection, and that on the making of any such Order the said Act shall subject to the provisions of the Order have effect as if the territories to which it applies were part of His Majesty's Dominions to which the said Act extends:

And whereas by treaty, capitulation, grant, usage, sufferance, and other lawful means, His Majesty has power and jurisdiction within Palestine:

Now, therefore, &c., it is hereby ordered, as follows:—

1. The Copyright Act, 1911, shall extend to Palestine, subject to the following modification:—

In the application to existing works of the provisions of Sections 19 (7), 19 (8) and 24 of the Copyright Act, 1911, the 1st day of October, 1920, shall be substituted for the commencement of the Act wherever that expression occurs, and the date of this Order for the 26th day of July, 1910, in Section 24 (1) (*b*).

2. This Order may be cited as the Copyright Act, 1911 (Extension to Palestine) Order, 1924.

21st March. [*Gazette*, 25th March.

MAINTENANCE ORDERS (FACILITIES FOR ENFORCEMENT) ACT, 1920.

An Order in Council has been issued extending the Maintenance Orders (Facilities for Enforcement) Act 1920 to New South Wales.

The Act provides for the enforcement in England and Ireland of maintenance orders made by a Court in any part of His Majesty's Dominions outside the United Kingdom or in any British Protectorate to which it extends, and the Legislature of the State of New South Wales, to which it has now been extended, has made reciprocal provisions for the enforcement therein of maintenance orders made by Courts in England and Ireland.

The operation of the above-mentioned Order in Council is confined to England and Northern Ireland, and similar provision has not yet been made as regards the Irish Free State by the Government of that State.

Colonial Office.

21st March, 1924.

Ministry of Health.

EMPTY HOUSES.

The Minister of Health, The Right Hon. John Wheatley, M.P., received on 14th March a deputation from the Birmingham Town Council, including the Lord Mayor and the Chairman of the Finance and Housing Committees.

The deputation urged that some means should be found for preventing the holding up of empty houses for sale, either by charging the owners with rates even when they are empty, or by giving the Local Authority further powers to take them over compulsorily by purchase or lease.

The Minister replied that he had every sympathy with the object in view, but that he was afraid that at any rate, as far as the rating proposals were concerned, it was unattainable, as it would require legislation of an important and contentious nature which there would be no chance of getting through this year. There were also difficulties in the way of giving Local Authorities the suggested powers outside the rating proposals in regard to empty houses—amongst other reasons because of the difficulty of deciding whether houses were being legitimately kept empty or not. He promised to consider any suggestions that were made to him.

Societies.

The Barristers' Benevolent Association.

The Annual General Meeting will be held in the Inner Temple Hall on Wednesday, 9th April, 1924. The Attorney-General will preside. All members of the Inns of Court are invited to attend.

Selden Society.

ANNUAL GENERAL MEETING.

The annual general meeting of the Selden Society was held on Wednesday in the Council Room, Lincoln's Inn Hall, Lord Justice Warrington (President) taking the chair. Among those present were Mr. W. C. Bolland, Mr. Gilbert Hurst, Professor Courtney S. Kenny, Mr. W. A. Lindsay, C.V.O., K.C. (Clarenceux), Mr. R. F. Norton, K.C., Mr. James G. Wood (Members of the Council), Mr. T. S. Curtis, Mr. Cyril T. Flower, Mr. A. E. Stamp, Sir Frederick Pollock, Bart., K.C. (Literary Director), Mr. J. E. W. Rider (Hon. Treasurer), and Mr. H. Stuart Moore (Secretary).

The report stated that the number of members in 1922 was 439. Owing to losses by death and resignation the number of members was now 421. The publication for the year 1923 was Vol. 2 of "Public Works in Mediæval Law," edited by Mr. Cyril Flower, being Vol. 40 of the Society's publications, which had been issued to members. The publication for the year 1924 would be a volume of the "Year Book Series of Edward II," by Mr. W. C. Bolland. Provisional arrangements had been made for further publications, viz., other volumns of the "Year Books of Edward II"; a volume of "Select Ecclesiastical Pleas," by Professor Harold D. Hazeltine, and Mr. Hilary Jenkinson; an edition of the "Liber Pauperum of Vacarius," by Professor F. de Zulueta; a volume of "Select Entries from the Exchequer of Pleas," by Mr. Hilary Jenkinson; and a volume, "Select Cases on the Law of Merchant," Vol. II, by Mrs. E. E. Watkins.

The accounts showed that the Society was slowly accumulating a balance, which would be available for additional publications. These the Council hoped to be in a position to commence next year, and to repeat in future years. To ensure this, however, more members were required, and the Council urged on members the desirability of their assisting to effect this, not only in their own interest but as enabling the Society to carry out the object for which it was created, viz., to encourage the study and advance the knowledge of English law.

The Chairman, in moving the adoption of the report and accounts, said there was a matter which was not mentioned in the report to which he would like to call attention. With the object of interesting lawyers in Canada as well as in the United States of America in the work of the Society, the Council had requested Mr. J. Murray Park, K.C., to act as hon. secretary and treasurer in Canada, and had appointed him a member of the Council. That led him to make some reference to the approaching visit of the American Bar Association and of the Canadian Bar to this country. The visit of these two Bars was a matter of very great interest to people here. The common law of most of the States of America had the same origin as the English law, and Americans were notoriously much interested in the antiquities of the common law as well as in its growth and evolution. The work the Selden Society did had made it possible for a large number of people to interest themselves in and to obtain a knowledge of that growth and evolution which it would have been quite impossible otherwise to secure, and he hoped it might be practicable, when the Americans and Canadians came over in the summer, that the opportunity of their visit, to that part of London in particular, should be made use of in order to let them see, if possible, some of the documents in the possession either of the Inns of Court or of the Record Office, which would throw light on the antiquities of the law and interest them in such matters.

He hoped that, with the approval of the Council, the Master of the Rolls might be got to open the museum of the Record Office on the day on which it was expected that a great many of the Americans and Canadians would be entertained as the guests of Lincoln's Inn and of Gray's Inn at the garden parties of those Inns which it was intended to hold simultaneously. If the Record Office museum could be open at that time a good many of the visitors who were interested in such things would look in there when passing between Lincoln's Inn and Gray's Inn. It would be a matter in which the Society might help with the view of interesting the guests. With regard to the work of the Society, he observed that the books which it had published appeared to him to have a very special value such as the ordinary law book could hardly be said to have; they threw so much light upon the social development of the people. One could hardly suppose that there could be much more valuable materials for a great deal of the social history of the people than the records which were contained in the old books which the Society had published. If one could spare time simply to read the introductions, much knowledge would be acquired with regard to the social manners and customs and the social development of the people which it would be difficult to obtain elsewhere, and he would venture on that ground, if on no other, to commend the work of the Society to those who were capable of assisting it, and to express the hope that it might obtain even more support in what it was doing than had been the case hitherto. In concluding, he could not but express his deep regret at the recent death of the late Mr. Paley Baildon. Mr. Paley Baildon was a very eminent archæologist in many branches of that pursuit, and he served the Society for a great many years. He edited two of the Society's books and was joint editor with Professor Maitland of another. With regard to the publications for the coming year, the Society had already published and distributed Mr. Cyril Flower's Vol. 2 of "Public Works in Mediæval Law." The volume of the Year Books by Mr. Bolland was well in hand, and if funds admitted, as would probably be the case, it might be that the Society would be able to issue another volume of the Year Books by Mr. Turner.

Sir Frederick Pollock, K.C. (Literary Director), said he was greatly gratified to hear that the Society was to have an edition of the "Liber Pauperum of Vacarius" by Professor F. de Zulueta. This was a pioneer work, different from anything hitherto done by the Society. He had seen various portions of it and had been greatly impressed. It was an extremely fine piece of scholarship and would be of much assistance in the study of Roman Law.

The report and accounts were adopted, and,

On the motion of the Chairman, the following were elected to vacancies on the Council caused by retirement by rotation: Lord Justice Atkin, Mr. Gilbert Hurst, Mr. W. E. Tyldesley Jones, K.C., Mr. Justice Sankey, and Mr. James G. Wood.

Lord Justice Atkin having completed his three years term of office as vice-president, a vote of thanks was passed to him for his services and the Master of the Rolls was elected in his place.

Sheffield District Incorporated Law Society.

The forty-ninth annual general meeting of the Society was held in the Society's Library, Hoole's Chambers, Bank Street, Sheffield, on Friday, the 29th ult., at 3.30 p.m. Mr. Arthur Neal, President, in the Chair. The following members were also present:—The Vice-President (Mr. L. J. Clegg), and Messrs. F. Allen (Doncaster), J. C. Auty, E. G. Bagshawe, J. Barber, C. Barker, F. Bowman, A. Brewer, J. G. Chambers, F. B. Dingle, R. Hargreaves, W. Hiller, A. Howe, P. Howe, L. J. Kirkham, E. Lucas, A. E. C. Ludlam, Frank Ludlam, R. Meeke, C. Padley, J. D. Pryce, H. E. Sandford, W. B. Siddons, G. E. Smith, W. M. Smith, T. H. Warskett, B. T. Winterbottom, and C. S. Coombe (Hon. Secretary).

The notice convening the meeting, and the Committee's Report, as printed and circulated, were taken as read.

On the motion of the President, seconded by Mr. J. C. Auty, the forty-ninth Annual Report presented by the Committee was received, confirmed and adopted, and the accounts of the Hon. Treasurer for the past year, as audited by the Society's professional auditors, were approved and passed.

A resolution was passed expressing the cordial thanks of the Society to Mr. Arthur Neal, the President, and appreciation of the ability with which he had filled the office and the consideration he had given to his duties during the past year. Resolutions were also passed expressing the best thanks of the Society to the Vice-President, Hon. Treasurer and the Hon. Secretary for their services during the past year.

The following gentlemen were elected as officers for the ensuing year:—President, Mr. Leonard J. Clegg; Vice-President, Mr. J. Kenyon Parker; Hon. Treasurer, Mr. P. K. Wake; Hon. Secretary, Mr. C. S. Coombe; Committee: Messrs. A. P. Aizlewood (Rotherham), F. Allen (Doncaster), J. C. Auty, J. Barber, C. Barker, A. Brittain, J. G. Chambers, J. H. Davidson, F. B. Dingle, W. E. Dyson, L. E. Emmet, R. Hargreaves, W. E. Hart, A. Howe, E. Lucas, F. Ludlam, A. Neal, J. D. Pryce, E. W. Pye-Smith, F. W. Scorah, and W. M. Smith.

The following are extracts from the Annual Report:—

Members.—The Committee regret to record the deaths of Mr. William Baddiley, Sir Joseph Hewitt, Bart., and Mr. A. F. H. Harrop. Mr. William Baddiley was clerk to the borough magistrates at Doncaster, where he was well known not only as a solicitor, but as a public man and a sportsman. He was a member of the Society for thirty-three years. Sir Joseph Hewitt was articled to the late Mr. Charles Newman, of Barnsley, and afterwards commenced to practise in Barnsley on his own account. His professional assistance was greatly sought by the Coal Industry, and he also assisted the Board of Trade in an advisory capacity. During the war he became advisor to the Coal Controller, and for these services he received a baronetcy. He was a member of the Society for twenty-three years. Mr. A. F. H. Harrop was a member of the Society for twenty-six years.

Mr. Samuel Roberts has ceased to be a member, having given up practice as a solicitor since taking up Parliamentary duties.

The increase of membership is five, the number of members being now 200.

The Committee have pleasure in noting the bestowal during the year on Mr. Philip K. Wake of the Order of Knight of St. Gregory the Great by His Holiness Pope Pius XI. They have also pleasure in recording that two members of the Society have been elected during the year to fill the highest municipal office in their respective towns, namely, Mr. Alderman A. P. Aizlewood, elected to the Mayoralty of Rotherham, and Mr. Councillor W. E. Wakerley to the Mayoralty of Chesterfield, whilst Mr. Alderman Clay completed a two years' term as Mayor of East Retford. To all these gentlemen the congratulations of the Committee were duly tendered.

As this Report goes to press news is to hand of the death of Mr. Colin Mackenzie Smith, an original member of the Society, and its President in the year 1898. His death is a great loss to his very many friends, both inside the profession and out, and his name will stand high among many honourable ones in the records of the Society.

President's Badge.—Through the generosity of the late Hon. Secretary, Mr. Edward Bramley, the Society has now a President's Badge of Office. It is in the form of an oxidised silver plaque, with the figure of Justice seated (after the design on the Society's seal) embossed thereon in relief, the whole being suspended by a dark blue silk ribbon. The badge was designed and executed in Sheffield. It was worn by the President for the first time at the banquet of the Law Society at Plymouth during the Provincial Meeting. On behalf of the Society, the best thanks of the Committee were expressed to Mr. Bramley for his very handsome gift.

The Conditions of Sale.—The conditions were reprinted in June, 1923, with two minor alterations as follows:—

(1) In accordance with the resolution of the Committee dated 16th June, 1922, the rate of interest mentioned in the eighth line of Condition 13 now appears as five per cent. instead of six per cent.

(2) The following proviso has been added to Condition 13:—"Provided that nothing hereinbefore contained shall prevent the vendor from requiring the completion of the purchase at the time appointed by the special conditions or prejudice his rights under the fifteenth of these conditions."

(This alteration was declared to take effect as from 18th May, 1923.)

Mr. C. E. Bisat, 8 and 9, Scot Lane, Doncaster, has taken over the sale of conditions in Doncaster from Messrs. Jones and Son, Limited.

Leases by the Twelve Capital Burgesses.—As a result of negotiations between the Committee and the burgesses (mentioned in the last Annual Report), the Committee have now been informed that the burgesses have decided that in *future* leases the covenant in restraint of alienation will not stipulate that the burgesses be made parties to the deed, but leave it optional whether the consent to alienation be given by that method or by a separate memorandum of consent. It is understood that the burgesses having consulted the Charity Commissioners decided that no change could be made as regards *existing* leases. The Committee were also informed by the clerk to the burgesses that in consequence of protests which had been raised in certain quarters the original fee of £1 1s. for obtaining the burgesses' consent would be restored. This decision is also understood to apply to infirmary leases. The Committee feel that the above decisions will meet the general approval of members.

Deduction of Income Tax from Mortgage Interest paid in lieu of Notice to Pay off the Mortgage.—Your Committee are pleased to be able to report that they have at last succeeded in obtaining an authoritative decision on this point, and members of The Law

Society will no doubt have seen the publication in The Law Society's *Gazette* for August of the following letter from the Board of Inland Revenue :—

"Inland Revenue,
"Somerset House, W.C.2,
"20th July, 1923.

"Sir,

"I am directed by the Board of Inland Revenue to inform you that in accordance with your request they have taken into consideration the practice of the Department in regard to interest paid by a mortgagor in lieu of notice.

"As a result the Board are advised that interest in lieu of notice is interest from which tax is deductible and is income in the hands of the recipient for all purposes of Income Tax (including Super Tax).

"I am, Sir,
"Your obedient Servant,
"S. E. Minnis.

"E. R. Cook, Esq."

Solicitors' Remuneration.—The rapid succession of Lord Chancellors during the last few years and the pressure of public business in Parliament has so far frustrated the efforts of The Law Society to obtain the introduction of a Government Bill legalizing lump sum charges. It was, therefore, decided by the Council, with the approval of the A.P.L.S., to fall back, for the time being, on the idea of trying to secure an increase in the *ad valorem* scales under the Solicitors' Remuneration Act, 1881, and to have included in those scales some matters which are now remunerated by item charges. With this object in view your Committee were invited to consider in detail certain proposals for an alteration of the scales. After carefully considering the proposals, your Committee came to the conclusion that the legalising of lump sum charges was by far the most satisfactory solution of the problem of solicitors' remuneration, but without prejudice to this view they were willing to support many of the proposed amendments of the present scales.

(*To be continued*).

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, the 24th inst., Mr. F. H. Butcher in the chair.

Mr. H. P. Gisborne moved: "That it is in the public interest, as a measure of re-construction, that there should be complete fusion between the two branches of the legal profession." Mr. T. Hynes opposed. There also spoke Messrs. W. E. Watson, C. P. Blackwell, L. F. Stemp, S. E. Redfern, G. B. Burke, J. W. Morris, P. S. Pitt, and G. G. Beagley. The motion was lost by one vote.

Incorporated Accountants.

The next examination of candidates for admission into the Society of Incorporated Accountants and Auditors will be held on 5th, 6th, 7th and 8th May. Women are eligible under the Society's regulations to qualify as incorporated accountants upon the same terms and conditions as are applicable to men.

Rent Restriction and New Houses.

Judge Parry, says *The Times*, recently had before him an application by the Camberwell Borough Council for the ejectment of Herbert George Whiting, an ex-service man, from one of their new houses at Nairne-grove, Herne Hill, on the ground that he owed rent. On an offer by the tenant to pay the arrears, his honour made an order for possession in a month, the warrant not to issue if the arrears and court fees were paid in that time.

The matter came before the court again on the 21st inst., when his honour said that, after consultation with the Registrar, he found that he had not the power to make this order as the house did not come within the provisions of the Rent Restrictions Act. He thought that perhaps the council would have accepted the man's offer and let him stay on.

The Town Clerk said they had from 3,000 to 4,000 people on their waiting lists for houses, and 2,000 had families and medical certificates stating it was essential for their health they should have more accommodation.

Judge Parry said the council had not built sufficient houses, but nobody had done that, and it was not for him to criticize them. He regretted that he could not enforce the original order. Landlords as a rule were very generous, but the council had their legal rights although Whiting was ready to pay the rent owing. He made a new order for possession in six weeks, to date from the day of the last hearing.

Stock Exchange Prices of certain Trustee Securities

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 3rd April.

	Middle Price. 26th Mar.	Interest Yield.
English Government Securities.		£ s. d.
Consols 2½%	55½	4 10 6
War Loan 5% 1929-47	101$^{9}/_{16}$	4 18 6
War Loan 4½% 1925-45	96½	4 13 6
War Loan 4% (Tax free) 1929-42	100½xd.	3 19 6
War Loan 3½% 1st March 1928	95$^{7}/_{8}$	3 13 6
Funding 4% Loan 1960-90	86½xd.	4 12 6
Victory 4% Bonds (available at par for Estate Duty)	92⅜	4 6 6
Conversion 3½% Loan 1961 or after ..	75$^{9}/_{16}$	4 12 6
Local Loans 3% 1912 or after	64¼	4 13 6
India 5½% 15th January 1932	100	5 10 0
India 4½% 1950-55	85	5 6 0
India 3½%	62$^{7}/_{8}$	5 11 0
India 3%	53⅞	5 11 6
Colonial Securities.		
British E. Africa 6% 1946-56	110½	5 8 6
Jamaica 4½% 1941-71	92xd.	4 17 6
New South Wales 5% 1932-42	98½	5 1 0
New South Wales 4½% 1935-45	91	4 19 0
Queensland 4½% 1920-25	98½	4 11 6
S. Australia 3½% 1926-36	83½	4 4 0
Victoria 5% 1932-42	99½xd.	5 0 6
New Zealand 4% 1929	96½	4 3 0
Canada 3% 1938	83	3 12 6
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63½	4 15 0
Birmingham 3% on or after 1947 at option of Corpn.	64	4 13 6
Bristol 3½% 1925-65	76	4 12 6
Cardiff 3½% 1935	86	4 1 6
Glasgow 2½% 1925-40	75½	3 7 0
Liverpool 3½% on or after 1942 at option of Corpn.	74	4 14 6
Manchester 3% on or after 1941	64	4 13 6
Newcastle 3½% irredeemable	74	4 15 0
Nottingham 3% irredeemable	64	4 13 6
Plymouth 3% 1920-60	69xd.	4 7 0
Middlesex C.C. 3½% 1927-47	81	4 6 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	82½	4 16 0
Gt. Western Rly. 5% Rent Charge ..	101	4 19 0
Gt. Western Rly. 5% Preference	98½xd.	5 1 6
L. North Eastern Rly. 4% Debenture ..	81	4 18 6
L. North Eastern Rly. 4% Guaranteed ..	79	5 1 0
L. North Eastern Rly. 4% 1st Preference	76½xd.	5 5 0
L. Mid. & Scot. Rly. 4% Debenture ..	82	4 17 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	79½xd.	5 0 6
L. Mid. & Scot. Rly. 4% Preference ..	77½	5 3 6
Southern Railway 4% Debenture ..	80¼	4 19 0
Southern Railway 5% Guaranteed ..	98½xd.	5 1 6
Southern Railway 5% Preference ..	90½xd.	5 3 6

Sir Richard David Muir, of Campden House Court, Kensington, W., Recorder of Colchester, Senior Counsel for the Treasury, a Bencher of the Middle Temple, who had appeared for the Crown in most of the chief murder trials of late years as well as in the *Bevan Case*, and formerly a member of *The Times* staff in the Press Gallery at the House of Commons, who died on 14th January, aged 66, a native of Greenock, left estate of the gross value of £36,320, with net personalty £34,072. Like many another famous lawyer, the late Sir Richard Muir failed to make his own will satisfactorily, as he made numerous alterations and interlineations therein which were not properly attested, and an affidavit of due execution was required before the will as it stood could be admitted to probate.

Abolition of the Death Penalty.

The Home Secretary received on Monday a deputation of members of a number of societies, who placed before him various considerations and statistics in support of the abolition of the death penalty in this country. The societies represented were: the Committee for the Abolition of the Death Penalty, the Society of Friends, the Women's Co-operative Guild, the Howard League for Penal Reform, the Central Council of Societies working for Abolition of Capital Punishment, Manchester Society for Abolition of Capital Punishment, Women's Freedom League, the British Section of the Women's International League for Peace and Freedom.

Mr. George Lansbury, who introduced the deputation, drew special attention to its representative character as indicating a recent rapid growth of public opinion on the subject. He was followed by Major Christopher Lowther and Miss Margery Fry, who argued the case in greater detail and produced various figures.

The Home Secretary thanked the deputation for their full statement of their case and promised that what they had said would be brought before the Government in an appropriate form before any decision was reached by the Government on the question of abolition. He pointed out, however, that any Government must take public opinion into account, and that, so far as his long Parliamentary experience went, there was little evidence of any general public desire for abolition, the subject not having been debated for many years. He also pointed out that before a Government could recommend an alteration in the law they would have to consider very carefully what satisfactory alternative punishment they could properly suggest.

Law Students' Journal.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 25th inst. (Chairman, Mr. J. W. Morris), the subject for debate was "That this House would welcome fusion between the two branches of the legal profession."

Mr. D. Nimmo opened in the affirmative; Mr. Raymond Oliver opened in the negative. The following members also spoke: Messrs. R. D. C. Graham, — Sherwell, C. P. Blackwell, W. S. Jones, J. F. Chadwick, M. C. Batten, V. R. Aronson, and Miss D. C. Johnson. The opener having replied, the motion was lost by thirteen votes. There were twenty-two members and three visitors present.

A dance will be held by the Law Students' Debating Society at The Law Society's Hall, Chancery-lane, on Friday, 11th April 7.45–12. Tickets 7s. 6d. single, 14s. double. Clifford Essex Band. Tickets may be obtained at the offices of The Law Society, Bell-yard.

Plymouth Law Students' Society.

ANNUAL DINNER.

Plymouth Law Students' Society held their annual dinner at the Duke of Cornwall Hotel on the evening of Thursday, 14th February, the president (Mr. E. Elliot Square) in the chair.

Those present included his Honour Judge Gurdon, Mr. K. E. Peck (president of the Plymouth Law Society), Messrs. B. H. Whiteford, J. Griffith Morgan, J. Woolland, and J. A. Pearce, and Miss Crosse (representing the Exeter Law Students), and Mr. W. M. Richards (representing the Cornish Law Students), Messrs. Crosse, C. G. Brian, A. N. F. Goodman (Official Receiver), B. S. Barrett, Mayburne M. Pearce, P. M. Prance, and D. F. Nash. The Hon. Secretary announced that the following were unfortunately unable to be present: The Recorder of the Borough of Plymouth (Mr. J. A. Hawke), the Registrar (Mr. F. B. McCrea), magistrates' clerk (Mr. John Bone), Mr. Isaac Foot, M.P., Mr. R. Pease, Mr. Percival Snell (vice-president of the Plymouth Law Students' Society), and Mr. S. Carlile Davis.

"The Courts of Justice" was proposed by the President, who felt that the students were honoured in having his Honour Judge Gurdon as their guest.

His Honour, in reply, said his work in Plymouth had been made very easy and pleasant by the assistance given to him by the profession.

Mr. J. O. M. Moriarty, proposing "The Law School," informed the gathering of the important steps taken under the Solicitors' Act, 1922, whereby every articled clerk had now to attend a recognized law school. He pointed out how beneficial these lectures were to the students, and the value of such a liberal education in legal principle.

Mr. J. Griffith Morgan, of the Inner Temple, head of the Law Society's School for the South-West, replying, agreed with Mr. Moriarty as to the importance of the establishment of the new Law Schools throughout the country. They provided the basis of a liberal education in legal principles, and the school of the South-West had already exceeded expectations.

"The Plymouth Law Students' Society" was proposed by Mr. K. E. Peck, who gave some amusing anecdotes. The Hon. Secretary (Mr. Kenneth C. Brian), in reply, said the last dinner was held as far back as 1914, but it was now hoped that it would be an annual event. The present state of the society was due to the efforts of Mr. J. Woolland, who in 1920 re-formed the society, which had been dormant for five years. Lectures were held every week under the efficient guidance of Mr. J. Griffith Morgan, and debates were held every fortnight.

Mr. Geoffrey H. Stevens, proposing "The Visitors," welcomed all present, especially mentioning Miss V. E. Crosse, "who had bravely come" to represent the Exeter law students, and Mr. W. M. Richards as a representative of the Cornish students. He asked that solicitors should follow the example of Mr. Percival Snell in setting students points of law, and even so far as solving their own difficult questions.

Miss V. E. Crosse, in reply, explained that Exeter was now re-starting a law students' society, and hoped that there would be great friendship between the two societies.

Mr. W. M. Richards replied on behalf of the Cornish students, stating that he was in the unhappy position of being one of only seven students, not one of whom he knew, and until Mr. Brian came and saw him he did not know that any Cornish law students existed.

Songs were sung by Mr. Stanley Foot and the hon. treasurer of the society (Mr. Eric G. Weale), Miss Hilda Smart being at the piano.

The Senate of the University of Cambridge has gratefully accepted the generous offer of Mrs. Oppenheim to contribute £100 for the continuance of the first Whewell Scholarship in International Law for the present year, and of Trinity College to contribute £50 for the continuance of the second Whewell Scholarship; and the Vice-Chancellor has been requested to convey the thanks of the University to Mrs. Oppenheim and to Trinity College.

Obituary.

Mr. John Cutler, K.C.

We record with regret that Mr. John Cutler, K.C., died on 20th March, at the age of eighty-five. For more than fifty years he practised at the Chancery Bar, especially in patent and trade mark cases, and was also known as a writer of plays.

Born at Dorchester, Dorset, on 9th January, 1839, he was the son of the Rev. Richard Cutler, headmaster of Dorchester Grammar School. At the age of fourteen he was sent to King's College School, then in London, under the rule of the learned Dr. J. R. Major. Of his time there Cutler had the happiest recollections. In 1857 he went up to Exeter College, Oxford, his father's college. He obtained a second in Moderations, and just before he took his degree he went to Edinburgh for six months to study chemistry and natural science, for which there were then no facilities at Oxford. Among the friends he made in Edinburgh were Sir James Simpson, the introducer of chloroform, Dean Ramsay, the author of "Reminiscences of Scottish Life and Character," Mr. Talbot, the inventor of the Talbotype process, and Lady Murray, widow of the Scottish Judge, a lady who had a literary and scientific *salon*. In 1863 he was called to the Bar by Lincoln's Inn, and it is remarkable that he kept till his death his first chambers at 4, New-square. While waiting for briefs, he contributed to the old *Morning Herald* and other papers. He also edited the *Theatrical and Musical Review*, which was founded to give independent criticism of new productions and which lasted about three years. But he did not neglect the law. In 1871 he published a treatise on the Law of Naturalization, and early decided to specialise in patents and trade marks. He was concerned in the movement which led to the Trade Marks Act of 1875, and assisted in the preparation of Mr. Joseph Chamberlain's Patents, Designs and Trade Marks Act of 1883. During these years he obtained a large practice in trade mark cases.

In 1884 Cutler was appointed the first editor of the newly-established official reports of patent, design and trade mark cases, published by the Patent Office, which proved of great utility, as they were the work of men possessing both legal and technical qualifications. In 1897 he took silk, and was a Bencher of his Inn. For some years he was Professor of Law at King's College, London, and received the title of Emeritus Professor on his retirement. In 1904 he published a treatise on "Passing-off."

Legal News.

Appointments.

The Lord Chancellor has appointed Mr. JOSEPH ARTHUR HAMNETT to be a Master of the Supreme Court of Judicature, Chancery Division. Mr. Hamnett was admitted in 1898, after having gained the Clement's Inn, Daniel Reardon, and John Mackrell Prizes. He is a member of the firm of Messrs. Walker, Martineau & Co.

At their meeting on 20th inst. the City Corporation elected Mr. Anthony F. I. PICKFORD, B.A., to the City Solicitorship, vacant by the retirement, on a pension, after thirty-nine years' service, of Sir Homewood Crawford. Twenty-five candidates had come forward of whom the Officers' and Clerks' Committee had selected five for the choice of the whole body. Mr. Pickford is Deputy Town Clerk and Chief Assistant Solicitor of the City of Manchester. He is thirty-eight years of age, and was educated at Merchant Taylors' School. During the war he served for three years with the forces and attained the rank of captain. For two years he was engaged in active service in France. He has been a solicitor since 1907. The salary of the office is, to begin with, £2,000 per annum.

Dissolution.

HERBERT CLIFFORD GOSNELL and WILLIAM FOSTER REEVE, Solicitors, Finsbury House, Blomfield-street, in the City of London (H. Clifford, Gosnell & Reeve), the 29th day of February, 1924. [*Gazette*, 21st March.

General.

While Mr. G. M. Freeman, K.C., was clipping ivy at his home, The Grey Friars, Winchelsea, on the 19th inst., the ladder slipped, and he fell, fracturing his thigh. Mr. Freeman is in his 84th year.

Lord Birkenhead has accepted an invitation to a banquet in Liverpool on 10th April, at which members of the Liverpool Conservative Club will present him with his portrait in oils. The portrait will be unveiled by Lord Derby, the president of the club. It depicts Lord Birkenhead in the robes of Lord Chancellor.

Dr. Erwin Grueber, M.A., Balliol College, Oxford, Professor of Roman and Jurisprudence in the University of Munich, formerly All Souls Reader in Roman Law (1881-1893) and Deputy Regius Professor of Civil Law in the University of Oxford, celebrated the fiftieth anniversary of his having taken the degree of Doctor *inris utriusque* at Munich on 14th inst.

Sir Homewood Crawford, who recently retired from the office of City Solicitor, which he had held since 1885, and Lady Crawford celebrated their golden wedding on Wednesday. Lady Crawford is the only daughter of the late Sir Francis Wyatt Truscott, Lord Mayor of London, 1879-80, and sister of Sir George Wyatt Truscott, who was Lord Mayor in 1908-9.

Mr. George Hugh Morgan, J.P., of Ardwyn, Kingsland, Shrewsbury, and of Belmont, Shrewsbury, solicitor, who died on 4th January, left estate of the gross value of £71,572, with net personalty £58,180. The testator left: £50 to his clerk Thomas Robert Morris, if still in his service; and £35 each similarly to his clerks Frank Goodman and Alice Mary Haynes.

The death has occurred of Caroline Emily Lady Gray-Hill, widow of Sir John E. Gray-Hill, at her residence, Mere Hall, Birkenhead, at the age of 81. Lady Gray-Hill was the daughter of Mr. George Drake Hardy, of Tottenham, and was married to Sir John, who afterwards became President of the Incorporated Law Society, in 1864. Like her husband, who died in 1914, Lady Gray-Hill travelled extensively in the East, and used to spend six months of the year at their house in Jerusalem. During her travels in the desert she had many adventurous experiences, and on one occasion was captured by brigands. She was an accomplished artist, and exhibited several pictures at the autumn exhibition in the Walker Art Gallery, Liverpool. On the walls of Mere Hall are many examples of her art, chiefly scenes of Eastern life.

The following statement was issued from Downing-street on Tuesday:—A deputation, representative of the Divorce Law Reform Union, headed by Lord Buckmaster, waited on the Prime Minister on Monday, and in a full statement of the case urged the need of reform of the marriage laws. Lord Buckmaster was accompanied by The Right Hon. F. D. Acland, M.P., Dr. Ethel Bentham, Mr. Cecil Chapman, The Hon. Gilbert Coleridge, Mr. E. S. P. Haynes, Mr. Silas K. Hocking, Mr. Hay Morgan, K.C., Mr. J. A. Spender, and Mrs. Seaton Tiedeman. In reply the Prime Minister admitted being impressed by the evil of present conditions, but drew attention to the accumulation of essential business before the House of Commons, and pointed out that the Government had not the power to make any promise of time for a Bill which was admittedly controversial.

There is good reason, says *The Times*, under "City Notes," 26th inst., to believe that the United States Shipping Board is not pressing for the insertion in its bills of lading of the "strike" clause, which has lately been the subject of much comment, but is willing that the question of its suitability should be discussed with the steamship companies in the North Atlantic trade. The clause is somewhat on the lines of others which have long been used in shipping, and it seems unfortunate that British coal exporters in this country should have sought to use it as an argument for withdrawing support from the British Carriage of Goods by Sea Bill, 1924, which was recently introduced in the House of Lords. Vessels of the United States Shipping Board do not usually engage in the export coal trade from this country, and Mr. Webb, the President of the Board of Trade, seemed to have good ground for the view expressed in the House of Commons the other day that the apprehensions on the subject of the clause were exaggerated. Traders generally have so much to gain from the passage of the British Bill that they can well afford to leave the propriety of a clause designed for trade from the United States to be discussed with those who might be affected by it.

The Very Rev. Dr. Henry Wace, D.D., of The Deanery, Canterbury, Dean of Canterbury since 1903, formerly Chaplain and Preacher at Lincoln's Inn, Professor of Ecclesiastical History at King's College, London, and Principal of the College, and for some years rector of St. Michael's, Cornhill, author of several theological works, and for some years a leader-writer on *The Times*, who died on 9th January, aged eighty-seven, left estate of the gross value of £22,329, with net personalty nil. The testator left: To his son, Henry Charles Wace, the testimonial plate presented to him by the Benchers of Lincoln's Inn (with the request that it should devolve as an heirloom with the Wadhurst estate) and the silver inkstand presented to him by the students of King's College, London. To his son, Cyril, the silver bowl and candlesticks presented to him by the Committee and staff of King's College Hospital, London.

At the Stratford Police Court last Saturday, Leonard George Mumford, of Gladstone Cottages, Mill-lane, Woodford, was summoned for carrying and firing a gun in Epping Forest contrary to the Forest bye-laws. Mr. W. N. Earle, who prosecuted for the Epping Forest Conservators, said that on 26th February, Inspector Smithers, of Woodford, saw the defendant in the forest with a double-barrelled shot-gun. When he got to the side of Higham Park Lake he raised and waved his gun as if to arouse the birds there, and soon after the inspector heard a shot. He overtook defendant and questioned him, and Mumford said he had shot a rat in the water. Mr. Earle added that there were a good number of wild fowl on the lakes in the forest and the Conservators were most anxious that they should be preserved. The defendant pleaded "Guilty," and there being nothing known against him, the Bench said they would impose the mitigated penalty of 20s. He was liable to a fine of £5.

An important book will be shortly published on the "Law for the Grocery Trade," by Frederic W. Beck, who, for over thirty years, has acted as legal adviser to the Grocers' Federation, Off-Licence Federation, and many other trade organisations, and who may be justly regarded as one of the most experienced lawyers connected with these trades. The main object of the book is to provide a guide to the provisions of the Sale of Food and Drugs Act which affect all those engaged in the manufacture and distribution of foods. In the book will be found a summarised statement of the legislation relative to adulteration, while in the appendix the statutes are set out in full with detailed notes under each section and references to decided cases. The book will, however, also contain chapters on subjects of trade law and of business relationships which apply equally to all classes of business men. The book is of special interest to those whose practice includes this class of work, and will be invaluable to municipal and other officers concerned in administering the various national and local laws which have special bearing on the trades mentioned. Ernest Benn, Ltd., are the publishers.

From *The Times* of 24th March, 1824:—

MARLBOROUGH-STREET.—May Jones, alias *Waterloo Tom*, was brought up, having been found at a late hour on Monday night in the street very drunk. The story of this extraordinary female as related to the magistrate on this as well as on other occasions when she has appeared on similar charges, is this: About eleven years ago her sweetheart enlisted into the 47th regiment of foot; and, determined to follow his fortunes, she enlisted into the same regiment, and served as a drummer-boy, in which capacity she braved the perils of Waterloo, where she received a wound which led to the discovery of her sex. Information of the circumstances having been transmitted to the Commander-in-Chief, his Royal Highness ordered her a pension of one shilling per day; but, whenever she receives her pension, it is invariably spent in liquor, on which occasions she is generally taken to the watch-house, by which time all her money is gone. She is known to the officers as a common associate with the most notorious characters. The magistrate fined her 5s. for being drunk, but having no money left "Waterloo Tom" was consigned to the care of the gaoler.

The March session of the Central Criminal Court was, says *The Times*, opened at the Sessions House, Old Bailey, on Tuesday, by the Lord Mayor, who was accompanied by the Recorder of London (Sir Ernest Wild, K.C.), Alderman Sir William Pryke, Mr. Sheriff T. M. Dron, Mr. Sheriff R. C. Sennett, and Mr. Under-Sheriff H. W. Capper. The Recorder, in his charge to the Grand Jury, said the calendar contained the names of 107 persons, which was a number slightly above the average. He was glad to say that the number of crimes of violence was much below the average, which was always a satisfactory feature. There was, however, one very unsatisfactory feature in the calendar, and that was the number (four) of charges of that diabolical crime colloquially known as blackmail. Of course, he was not expressing a view whether the people charged were or were not guilty, but the Grand Jury would agree with him that there was no more soul-destroying, nerve-racking crime than that of blackmail. A novel method that was now being adopted was that persons should pretend to be policemen and that money should be attempted to be extorted in that way. The Recorder also said that if the Press would not report the names of the persons menaced it would be a benefit to society, because people were very often afraid to come forward when blackmailed because of the publicity.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday March 31	Mr. Bloxam	Mr. Synge	Mr. More	Mr. Jolly
Tuesday April 1	Hicks Beach	Ritchie	Jolly	More
Wednesday.... 2	Jolly	Bloxam	More	Jolly
Thursday 3	More	Hicks Beach	Jolly	More
Friday..... 4	Synge	Jolly	More	Jolly
Saturday..... 5	Ritchie	More	Jolly	More
Date.	**Mr. Justice Astbury.**	**Mr. Justice P. O. Lawrence.**	**Mr. Justice Russell.**	**Mr. Justice Tomlin.**
Monday March 31	Mr. Bloxam	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge
Tuesday April 1	Hicks Beach	Bloxam	Synge	Ritchie
Wednesday.... 2	Bloxam	Hicks Beach	Ritchie	Synge
Thursday 3	Hicks Beach	Bloxam	Synge	Ritchie
Friday..... 4	Bloxam	Hicks Beach	Ritchie	Synge
Saturday..... 5	Hicks Beach	Bloxam	Synge	Ritchie

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, March 21.

THE GARDEN SUBURB SUPPLY ASSOCIATION LTD. April 4. G. H. Carter, 1-2, Queen-st., E.C.4.
WARLAND DUAL RIM CO. LTD. May 17. A. Axel Miller, 30, Waterloo-st., Birmingham.
BLUE BIRD (BRIDLINGTON) LTD. April 18. William Clayton, 72, Albion-st., Leeds.
THE STUART'S CONCRETE SHIP CO. LTD. April 4. William Adams, 63, Lincoln's Inn-fields, W.C.
WYNDHAM MINING CO. LTD. April 30. C. N. Jenkins, Egremont, Cumberland.
W. A. BONNELL LTD. May 21. W. G. Olliffe, 7 Leadenhall-st., E.C.3.
JASCO LOOSE LEAF LTD. April 7. Clarence Snowden, Hepworth-chambers, Briggate, Leeds.
C. H. BOOTH LTD. April 30. G. J. Withington, 6, Bennetts-hill, Birmingham.
THE HORNSTED MOTOR CO. LTD. April 4. F. J. Palmar, 28, Cheapside, E.C.2.
F. MANN & CO. LTD. April 5. H. O. Bennett, 5, Opie-st., Norwich.

London Gazette.—TUESDAY, March 25.

CANADIAN OIL PRODUCING AND REFINING CO. LTD. May 21. Geo. H. Johnson, Audrey House, Ely-place, E.C.1.
THE KILBURN COFFEE TAVERN CO. LTD. April 16. William B. Kingham, 22, Chancery-lane, W.C.2.
DOMINION CEREALS LTD. March 29. Anthony F. Jacquier, 9, Bird-st., W.1.
A. E. HILL LTD. April 15. Herbert V. Watson, 29, Friar-lane, Leicester.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, March 21.

The Beaconsfield Machinery Co. Ltd.
Wm. Holroyd & Partners (Bradford) Ltd.
Reynolds & Co. (Yarns) Ltd.
The Pile Fabric Manufacturing Co. Ltd.
Joseph Turner and Co. Ltd.
New Electra Sign Co. Ltd.
The Baildon Green Cricket and Athletic Club Ltd.
Appleby's (Willenhall) Ltd.
The Stuart's Concrete Ship Co. Ltd.
The Warwick Investment Syndicate Ltd.
Everybody's Red Bonus Stamp Co. Ltd.
The Atlantic Press Ltd.
British Exhibitions Concessions Ltd.
Pavilion Picture Palace (Rochdale) (1920) Ltd.
Maison Philip Ltd.
Traffic (Wharfedale) Ltd.
The Glasgow and London Refining Co. Ltd.
C. H. Booth Ltd.
Pearse Hotels Ltd.
Aberthaw and Rhoose Portland Cement and Lime Co. Ltd.

The Blackpool Free Press Ltd.
The West Coast Towage and Salvage Co. Ltd.
Warland Dual Rim Co. Ltd.
Anglo Ltd.
The Standar Chemical Engineering Co. Ltd.
Moore & Son (Maryport) Ltd.
Llewellen & Co. Ltd.
Arundel & Marshall Ltd.
White House (Linen Specialists) Ltd.
W. A. Bonnell Ltd.

London Gazette.—TUESDAY, March 25.

Home-Grown Tobacco Co. Ltd.
Shawford South Down Estate Ltd.
Breynton Investment Co.
Oriental Pearl Fisheries & Trading Co. Ltd.
Marguerite Ltd.
Selby Picture Houses Ltd.
J. R. Lancashire & Co. Ltd.
W. Arthur Lewis Ltd.
The Bath Haulage Co. Ltd.
Sadler & Company (Northampton) Ltd.
English Products Co. Ltd.
Thomas Mortimer Ltd.
Great Yarmouth Fisheries Ltd.
A. T. Gunn & Co. Ltd.
Townson & Chadwick Ltd.
Overseas Sales Ltd.
Freedman's Pictures Ltd.
H. E. Pulford & Sons Ltd.
Crescent Confectionery Co. Ltd.
Hyde Paper Manufacturing Co. Ltd.
The Rawcliffe Steam Drifter Co. Ltd.
Foreign Exchange and Investments Ltd.
Victoria Mills (Hornsastle) Ltd.
Lanewell Mill Co. Ltd.
Rossall Steamship Co. Ltd.
United Services (Bristol) Club Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, March 21.

ALLEN, GEORGE, Peterborough, Corn Dealer. Peterborough. Pet. March 17. Ord. March 17.

APPLEGATE, ROBERT H., Bennington, Lincs., Farmer. Boston. Pet. March 15. Ord. March 15.

ATHERTON, ALBERT, and SELLERS, HARRY, Oldham, Theatrical Proprietors. Oldham. Pet. March 17. Ord. March 17.

BARKER, JOHN, Robin Hood, near Wakefield, Colliery Manager. Leeds. Pet. March 1. Ord. March 19.

BELL, RICHARD J., Kettering, Confectioner. Northampton. Pet. March 19. Ord. March 19.

BENTLEY, SAM F., Tenbury, Farmer. Kidderminster. Pet. March 14. Ord. March 14.

BIDGOOD, ALBERT A. F., Folkestone, Greengrocer. Canterbury. Pet. March 18. Ord. March 18.

BOARDMAN, JAMES, Appley Bridge, near Wigan, Builder. Wigan. Pet. March 19. Ord. March 19.

CARR, THOMAS W., St. Albans, Outfitter. St. Albans. Pet. March 17. Ord. March 17.

CHATT, LEONARD D., Darlington, Motor Mechanic. Stockton-on-Tees. Pet. March 18. Ord. March 18.

CHRISTOFORIDES, JOHN, High Holborn, Tobacco Manufacturer. High Court. Pet. Dec. 20. Ord. March 13.

CLARKE, WILLIAM, Guildford, Manufacturer of Poultry Appliances. Guildford. Pet. March 18. Ord. March 18.

COCKBURN, EDWARD S., Hebburn, Durham, General Outfitter. Newcastle-upon-Tyne. Pet. March 18. Ord. March 18.

COOK, SAMUEL S., Hindley, Coal Factor's Representative. Wigan. Pet. March 19. Ord. March 19.

CORBITT, WILLIAM, Oldham, General Dealer. Oldham. Pet. March 15. Ord. March 15.

CORFIELD, ARTHUR C., Ealing. Brentford. Pet. Dec. 5. Ord. March 17.

CRAMPTON, ERNEST, Buxton, Coal Merchant. Stockport. Pet. March 19. Ord. March 19.

CRABTREE, THOMAS, Darlington, Commercial Commission Agent. Stockton-on-Tees. Pet. March 18. Ord. March 18.

DALE, ARTHUR E., Sheffield, Fitter. Sheffield. Pet. March 17. Ord. March 17.

DAVENPORTS, FREDERICK, Southampton, Cinema Proprietor. Southampton. Pet. March 19. Ord. March 19.

DAVIS, ERNEST W., Three Cross, Dorset, Builder. Poole. Pet. March 19. Ord. March 19.

DE GEREUW, WILHELMUS J. High Court. Pet. Jan. 30. Ord. March 18.

DEWIS, WALTER, Southsea, Traveller. Portsmouth. Pet. Feb. 26. Ord. March 17.

DYER, SHEDWELL E., Elsworth, Cambridge, Farmer. Cambridge. Pet. March 18. Ord. March 18.

EDWARDS, EDWARD, Stockton, Farmer. Kidderminster. Pet. March. 5. Ord. March 17.

ELLIS, WILLIAM, Barnoldswick, Cotton Manufacturer. Bradford. Pet. March 4. Ord. March 18.

EVANS, W., Somers Town, Provision Dealer. High Court. Pet. Jan. 16. Ord. March 18.

FALLON, JOHN, Epsom. Croydon. Pet. Oct. 27. Ord. March 18.

FITZ-GERALD, ALFRED H., Whitley Bay, Costumier. Newcastle-upon-Tyne. Pet. March 17. Ord. March 17.

HAMBLIN, HOPKIN G., Pontypridd, Photographer. Pontypridd. Pet. March 18. Ord. March 18.

HIBBERT, PERCY, Bolton, Carrier. Bolton. Pet. March 18. Ord. March 18.

HOLLOWAY, ARTHUR W., Leeds, Co. Registration Agent. Leeds. Pet. Dec. 12. Ord. March 19.

HYAMS, S., Spitalfields, Coal Contractor. High Court. Pet. Feb. 19. Ord. March 19.

JACKSON, WILLIAM, Metal Broker, Sheffield. Sheffield. Pet. March 18. Ord. March 18.

JONES, BENJAMIN, O., Carnarvon, Grocer. Bangor. Pet. March 15. Ord. March 15.

JONES, C. A. DE V., Southampton-row, Enquiry Agent. High Court. Pet. Jan. 25. Ord. March 19.

KAY, ALBERT E., Wordsley, Staffs. Stourbridge. Pet. March 6. Ord. March 6.

KLEIN, JOSEPH, Kingston-upon-Hull, Seamen's Outfitter. Kingston-upon-Hull. Pet. March 17. Ord. March 17.

KNOWLES, J. H., Croydon, General Dealer. Croydon. Pet. Aug. 3. Ord. March 18.

LAW, RICHARD C., Heaton, Newcastle-upon-Tyne, Milkman. Newcastle-upon-Tyne. Pet. Feb. 29. Ord. March 17.

MARCHINI, RENZO A., Baker-st., Dressmaker. High Court. Pet. March 19. Ord. March 19.

MASON, JOHN, and MASON, ALICE, Askam-in-Furnes, Drapers. Barrow-in-Furness. Pet. March 15. Ord. March 15.

NAYLOR, SYDNEY, Bradford, Motor Engineer. Bradford. Pet. March 5. Ord. March 18.

NOCKOLDS, W. H., Cheam, Surrey. Croydon. Pet. July 21. Ord. March 18.

O'MALLEY, HAROLD A., Westbury, Grocer. Bath. Pet. March 17. Ord. March 17.

PRATE, EDMUND, Featherstone, Plumber. Wakefield. Pet. March 17. Ord. March 17.

POTTER, WILLIAM H., Newark-on-Trent, Farmer. Nottingham. Pet. March 18. Ord. March 18.

POWER, DAVID D., South Bank, Yorks, Fried Fish Dealer. Middlesbrough. Pet. March 18. Ord. March 18.

PRUDAMES, RICHARD P., York, Plumber. York. Pet. March 19. Ord. March 19.

SIBLEY, EDGAR O., Ystrad, Rhondda, Greengrocer. Pontypridd. Pet. March 18. Ord. March 18.

SMART, FRANK L., Amersham. Aylesbury. Pet. Dec. 19. Ord. March 17.

SMITH, JOSEPH, Walsall, House Painter. Walsall. Pet. March 19. Ord. March 19.

TEBB, ROBERT H., Albemarle-st. High Court. Pet. Oct. 26. Ord. Jan. 31.

TEMPLE, ALBERT E., Whitley Bay, Meat Purveyor. Newcastle-upon-Tyne. Pet. March 18. Ord. March 18.

TOWNSEND, ALBERT I., Leicester, Boot Manufacturer. Leicester. Pet. March 19. Ord. March 19.

TURNER, EDWIN & SONS, South Croydon, Coal Merchants. Croydon. Pet. Jan. 4. Ord. March 18.

WATERS. JOSEPH H., Portsmouth, Grocer. Portsmouth. Pet. March 17. Ord. March 17.

WOLSTENHOLME, HAROLD, Radcliffe, Lancs, Tobacconist. Bolton. Pet. March 17. Ord. March 17.

Amended Notices substituted for those published in the *London Gazette* of March 14, 1924 :—

TUCKER, MARY A., Barnstaple. Barnstaple. Pet. Feb. 22. Ord. March 11.

HATTON, JOHN C., Harrogate, Café Assistant. Harrogate. Pet. March 12. Ord. March 12.

London Gazette.—TUESDAY, March 25.

ARMSTRONG, JOHN F., Worcester, Glass, Lead and Oil Merchant. Worcester. Pet. March 20. Ord. March 20.

AUSTIN, T. G., Putney. Wandsworth. Pet. Dec. 11. Ord. March 20.

BRAMMALL, ALFRED L., Lancaster, Wholesale Confectioner. Preston. Pet. March 21. Ord. March 21.

CASTLE, BESSIE, Wigan, Confectioner. Wigan. Pet. March 21. Ord. March 21.

COLES, H. B., Ruislip, Nurseryman. Windsor. Pet. March 4. Ord. March 20.

COOMER, GEORGE S., and COOMER, HERBERT M., Bristol, Cardboard Box Manufacturers. Bristol. Pet. March 21 Ord. March 21.

EVANS, JENKYN S. J. P., Fishguard. High Court. Pet. Feb. 19. Ord. March 18.

EYNON, BENJAMIN, Treherbert, Glam., Grocer. Pontypridd. Pet. March 21. Ord. March 21.

FIDLER, JOHN, Manchester, Beerhouse Keeper. Manchester. Pet. March 21. Ord. March 21.

FULLER, PERCY, Eastbourne, Builder. Eastbourne. Pet. March 6. Ord. March 21.

GARRATT, W. J. & Co., Old Change. High Court. Pet. Feb. 28. Ord. March 19.

HALL, HENRY, Preston, Smallware Dealer. Preston. Pet. March 21. Ord. March 21.

HARVEY, ALBERT, Brentwood, Butcher. Chelmsford. Pet. Feb. 29. Ord. March 19.

HILLIAR, FREDERICK W., Hayes, Newsagent. Windsor. Pet. March 6. Ord. March 20.

HUDSON, A., Blackpool, Milliner. Blackpool. Pet. March 7. Ord. March 19.

JORDAN, WALTER, Wyken, near Coventry, Dairyman. Coventry. Pet. March 17. Ord. March 17.

KRUTWIG, F. J., Gracechurch-st., Insurance Broker. High Court. Pet. Feb. 4. Ord. March 19.

LEWIS, WILLIAM, Redditch, Needle Maker. Birmingham. Pet. March 17. Ord. March 17.

LIVINGSTONE, JOHN M., Worfield, Salop, Innkeeper. Shrewsbury. Pet. March 22. Ord. March 22.

LONG, MAUD, Cambridge-st., S.W. High Court. Pet. Feb. 23. Ord. March 19.

LUCAS, BENJAMIN P., Hampstead. High Court. Pet. Feb. 9. Ord. March 19.

MARCUS, MORRIS, Great Grimsby, Draper. Great Grimsby. Pet. March 21. Ord. March 21.

MARSHALL, H. J., Birmingham, Builder. Birmingham. Pet. Feb. 27. Ord. March 20.

MEIR, GEORGE T., Radcliffe-on-Trent, Notts., Agricultural Small Holder. Nottingham. Pet. March 19. Ord. March 19.

MORGAN, DAVID S., Tenby, Butcher. Haverfordwest. Pet. March 21. Ord. March 21.

NEAL, GEORGE P., Beccles, Electrical Engineer. Great Yarmouth. Pet. March 22. Ord. March 22.

NEWTON, JOHN J. H. (junior), Southsea, Fruit and Potato Merchant. Portsmouth. Pet. March 20. Ord. March 20.

PARR, THOMAS U., Tunstall, Hardware Dealer. Hanley. Pet. March 21. Ord. March 21.

PASCOE, CHARLES H., Westcliff-on-Sea, Tailor. Chelmsford. Pet. Feb. 21. Ord. March 19.

PICKFORD, JOHN, Mountain Ash, Coal Miner. Aberdare. Pet. March 19. Ord. March 19.

ROBINSON, CYRIL M., Norwich. Norwich. Pet. March 19. Ord. March 17.

SAVILLE, WALTER, Huddersfield, Pawnbroker. Huddersfield. Pet. March 20. Ord. March 20.

SCHOFIELD, PHILIP, Bradford, Off-licensed Grocer. Bradford. Pet. March 21. Ord. March 21.

SHEPHARD, HAROLD, Mansfield, Notts., Grocer. Nottingham. Pet. March 19. Ord. March 19.

STANLEY, A. J., Lime-st. High Court. Pet. Feb. 19. Ord. March 20.

WARD, BARBARA, Harrogate, Fancy Drapery Dealer. Harrogate. Pet. March 21. Ord. March 21.

WARNER, WILFRED J., Staplehurst, Kent. High Court. Pet. March 10. Ord. March 21.

WESTLEY, WILLIAM H., Deal, Upholsterer. Canterbury. Pet. March 21. Ord. March 21.

WILSON, JOHN C., Jermyn-st. High Court. Pet. Feb. 19. Ord. March 20.

WINDSOR, HORATIO T. O., Drayton-gardens. High Court. Pet. Jan. 18. Ord March 20.

YATES, GEORGE, Wem, Watchmaker. Shrewsbury. Pet. March 21. Ord. March 21.

Amended Notice substituted for that published in the *London Gazette* of Feb. 26, 1924 :—

KIRK, BEATRICE H., and KIRK, ROBERT E. L., Radcliffe, Haulage Contractors. Nottingham. Pet. Jan. 9. Ord. Feb. 22.